

CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, July 14, 2009  
5:30 PM

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation – Jim Akins, First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the minutes of the June 23<sup>rd</sup>, 2009, City Commission Meeting.
- b. Approval of Change Order No. 5 reflecting a decrease of \$3,139.30 making a new contract construction amount of \$398,766.90 and final payment to Corgill Construction, Inc., of Greenwood, Arkansas, in the amount of \$29,735.63 for the Sanitary Sewer Manhole Rehab (Year 5) Project.
- c. Approval of Change Order No. 28 reflecting an increase of \$23,798 making a new contract construction amount of \$6,789,711.56 for the Police/Courts Facility.
- d. Approval to modify the CDBG loan for Kendall Packaging that was originally approved by the Governing Body on May 26, 2009, from \$411,000 to \$351,000.
- e. Approval of Amendment No. 1 to the Loan Agreement for a low interest loan from the Kansas Department of Health and Environment to be used to make improvements at the Water Treatment Plant for a maximum amount of \$8,737,424 with a fixed interest rate of 3.72%. **Approve or disapprove Amendment No. 1 to Loan Agreement and, if approved, direct the Mayor to sign the Amendment on behalf of the City of Pittsburg.**
- f. Approval of Supplemental Agreement to the original contract between the City of Pittsburg, Kansas, and Professional Engineering Consultants, P.A., to provide Construction Administration Services for the replacement of the Meadowbrook Mall Lift Station in an amount not to exceed \$6,864. **Approve or disapprove Supplemental Agreement and, if approved, direct the Mayor to sign the Supplemental Agreement on behalf of the City of Pittsburg.**

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- g. Approval of the Appropriation Ordinance for the period ending July 15, 2009, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**PUBLIC HEARING:**

- a. **REQUEST TO VACATE** - The City of Pittsburg advertised for Public Hearing, Tuesday, July 14, 2009, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the east-west alley located adjacent to Lots 1 through 58 in Block 2 of the New York Investment First Addition to the City of Pittsburg, Crawford County, Kansas. (Request of Jim Steele, 601 E. 23rd Street). **Following Public Hearing, consider request and, if approved, direct the preparation of the necessary Order.**

**SPECIAL PRESENTATION:**

- a. **WATER RIGHTS APPLICATIONS** - Dr. John H. Bailey, Director of Public Utilities, will provide an update on the City's current water rights applications. **Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. **ING 457 DEFERRED COMPENSATION PLAN** - Staff is requesting Governing Body approval to add the State 457 plan as represented by ING as a benefit to the employees of the City of Pittsburg, with no City funds to be expended for the benefit. **Approve or disapprove staff request.**
- b. **HOUSEHOLD HAZARDOUS WASTE FACILITY** - The City of Pittsburg has received a request from the Board of Commissioners of Crawford County petitioning the City to waive any building permit fees for the remodeling of the structure at 503 South Joplin to convert it into a Household Hazardous Waste Facility. **Approve or disapprove request.**

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- c. PSU SANITARY SEWER IMPROVEMENTS - PROPOSED ASSESSMENTS -  
The staff is requesting acceptance of the final project costs and proposed assessments for the PSU Sanitary Sewer Improvements Project. **Approve or disapprove and, if approved, direct the City Clerk to notify the property owners within the benefiting district and advertise for a public hearing to be held on Tuesday, July 28, 2009.**
  
- d. CDBG LOAN - JOCK'S NITCH - Staff is recommending approval of a \$60,000 CDBG loan to Jock's Nitch, at 2% interest for a 5-year term, with \$8,000 forgivable after 2 years based on the addition of 4 full-time jobs that meet LMI specifications. **Approve or disapprove the requests and, if approved, authorize the Mayor to sign the appropriate documents on the behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of non-elected personnel. **Motion to recess into Executive Session for approximately 60 minutes for discussion regarding personnel matters of non-elected personnel.**

**ADJOURNMENT**

**OFFICIAL MINUTES  
OF THE  
GOVERNING BODY  
OF THE  
CITY OF PITTSBURG, KANSAS  
June 23, 2009**

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, June 23, 2009, in the City Commission Room, City Hall, with Mayor Rudy Draper presiding and the following members present: Marty Beezley, Pam Henderson, and Bill Rushton. Patrick O'Bryan was absent.

Travis McKee, First Christian Church, provided the invocation.

Mayor Draper led the flag salute.

MINUTES OF JUNE 9<sup>TH</sup>, 2009 – On motion of Beezley, seconded by Henderson, the Governing Body approved the minutes of the Regular Meeting of June 9<sup>th</sup>, 2009, as submitted. Motion carried. Absent: O'Bryan.

MINUTES OF JUNE 15<sup>TH</sup>, 2009 – On motion of Beezley, seconded by Henderson, the Governing Body approved the minutes of the Special Meeting of June 15<sup>th</sup>, 2009, as submitted. Motion carried. Absent: O'Bryan.

ORDINANCE NO. G-1070 – On motion of Beezley, seconded by Henderson, the Governing Body approved Ordinance No. G-1070, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, on second reading, with the following roll call vote: Yea: Beezley, Draper, Henderson and Rushton. Motion carried. Absent: O'Bryan.

ORDINANCE NO. G-1071 – On motion of Beezley, seconded by Henderson, the Governing Body approved Ordinance No. G-1071, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, on second reading, with the following roll call vote: Yea: Beezley, Draper, Henderson and Rushton. Motion carried. Absent: O'Bryan.

ORDINANCE NO. G-1072 – On motion of Beezley, seconded by Henderson, the Governing Body approved Ordinance No. G-1072, amending Section 78-115 of the Pittsburg City Code to establish the second, third and fourth parking spaces south of the intersection of 3<sup>rd</sup> and Pine on the west side of Pine Street as fifteen-minute parking spaces. Motion carried. Absent: O'Bryan.

RESOLUTION NO. 1085 – On motion of Beezley, seconded by Henderson, the Governing Body approved Resolution No. 1085, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces (first 20-foot parking space on the west side of Pine Street south of the intersection of 3<sup>rd</sup> and Pine). Motion carried. Absent: O'Bryan.

**OFFICIAL MINUTES  
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CHANGE ORDER NO. 2 – SANITARY SEWER LINE CLEANING – On motion of Beezley, seconded by Henderson, the Governing Body approved Change Order No. 2 reflecting a decrease of \$538.19 making a new contract construction amount of \$109,431.31 and final payment to Ace Pipe Cleaning, Inc., of Kansas City, Missouri, in the amount of \$9,284.56 for the Sanitary Sewer Line Cleaning and TV Inspection Project. Motion carried. Absent: O'Bryan.

BID DISPOSITION – LIQUID CARBON DIOXIDE – On motion of Beezley, seconded by Henderson, the Governing Body approved staff recommendation to reject the low bid of \$120 per ton for the purchase of liquid carbon dioxide for use at the Water Treatment Plant provided by Praxair, of Burr Ridge, Illinois, and to award the bid to the next low bidder, Continental Carbonic Products, Inc., of Decatur, Illinois, based on their bid of \$125 per ton. Motion carried. Absent: O'Bryan.

CMB LICENSE – CRESCENT STORES CORPORATION – On motion of Beezley, seconded by Henderson, the Governing Body approved the application submitted by Crescent Stores Corporation dba CSC #33 to retail Cereal Malt Beverages for the year 2009 at 2401 South Rouse. Motion carried. Absent: O'Bryan.

ATC BOARD APPOINTMENTS – On motion of Beezley, seconded by Henderson, the Governing Body approved the appointment of David Nance and Lynda Wilkinson to the Alliance for Technology Commercialization (ATC) Board of Directors for 3-year terms. Motion carried. Absent: O'Bryan.

LIBRARY BOARD OF TRUSTEES APPOINTMENTS – On motion of Beezley, seconded by Henderson, the Governing Body approved the appointment of Mark Kolarik to a first four-year term and Cathy Duncan to a second four-year term as members of the Library Board of Trustees effective immediately and to expire April 30<sup>th</sup>, 2013. Motion carried. Absent: O'Bryan.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Henderson, the Governing Body approved the Appropriation Ordinance for the period ending June 24<sup>th</sup>, 2009, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Henderson, and Rushton. Motion carried. Absent: O'Bryan.

2008 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND AUDIT REPORT – Karen Linn of Berberich Trahan & Company, the City's auditing firm, was present to review the 2008 audit and Comprehensive Annual Financial Report (CAFR).

**OFFICIAL MINUTES  
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In response to the audit finding of needing segregation of duties within the Finance Department, Commissioner Beezley requested that staff inform the Governing Body of plans of remediation.

**WATER LINK GRANT AND E-WASTE HAZARDOUS WASTE** – Dr. James Triplett with Pittsburg State University provided a presentation on the Water Link Grant regarding stormwater and an update on the e-waste and household hazardous waste projects.

**LAKESIDE PARK DUCK/GEESE REMOVAL** – On motion of Rushton, seconded by Beezley, the Governing Body approved staff recommendation to allow Mr. Glick of the Kansas Wildlife & Parks Department, along with members of the Parks Department, to capture ducks and geese on June 25<sup>th</sup>, 2009 and relocate them in an effort to improve the conditions at Lakeside Park. Motion carried. Absent: O'Bryan.

Saipin Gillis, 1102 W. 3<sup>rd</sup>, spoke in opposition of removing the ducks and geese.

Doug Barbar, 3000 N. Joplin, inquired about the number of geese at the park.

Shirley Beer, 612 S. Woodland, spoke in favor of removing the ducks and geese.

Terry Cox, 707 N. Broadway, spoke in favor of removing the ducks and geese and suggested giving the ducks to people with ponds.

Janis Goedeke of Crawford County Health Department said the current situation at Lakeside Park is a health concern for humans, for the ducks and geese, and also for the fish in the pond.

**FAA GRANT OFFER – UPDATE AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN – PHASE II** – On motion of Rushton, seconded by Henderson, the Governing Body accepted a Grant Offer from the FAA in the amount of \$97,998 for airport planning to update the Airport Master Plan and Airport Layout Plan, and authorized the City Manager to sign the Grant Acceptance on behalf of the City. Motion carried. Absent: O'Bryan.

**GRANT AWARD RECOMMENDATIONS** – On motion of Henderson, seconded by Beezley, the Governing Body approved the grant award recommendations funded through the Presbyterian Church Fund for Non-profit organization projects. Motion carried. Absent: O'Bryan.

**NON-AGENDA REPORTS & REQUESTS**

John VanGorden announced that Fire Chief Don Elmer will be retiring at the end of 2009, after 32 years of service with the Pittsburg Fire Department.

**OFFICIAL MINUTES  
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Jon Garrison announced that the City received word from the Crawford County Appraiser's Office that assessed valuation has decreased 4%. This figure usually averages a 5% increase each year. This decrease will negatively impact the 2010 Budget.

DISPOSITION OF BIDS – AIRPORT FUEL STORAGE IMPROVEMENTS – On motion of Beezley, seconded by Rushton, the Governing Body waived the bid requirements and awarded the bid for Airport Fuel Storage Improvements to B & H Construction, Inc., Pittsburg, KS, based on their low bid of \$5,109.00. Motion carried. Absent: O'Bryan.

ADJOURNMENT: On motion of Rushton, seconded by Henderson, the Governing Body adjourned the meeting at 6:42 p.m.

\_\_\_\_\_  
Rudy Draper, Mayor

ATTEST:

\_\_\_\_\_  
Jessilyn Nokes  
Deputy City Clerk



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** JOHN H. BAILEY, P.E., PhD/JAMES TUSH  
Directors of Public Utilities

**DATE:** June 24, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Final Payment and Change Order No. 5  
Sanitary Sewer Manhole Rehab (Year 5)  
KWPCRF Project No. C20 1656 01

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All work has been completed on the above-referenced project and the contractor, Corgill Construction, Inc., of Greenwood, Arkansas, is requesting final payment. Attached are all the necessary documents to final out this project. Partial pay estimates have been paid for work completed for this project. The final payment now due the contractor is \$29,735.63.

Also, attached you will find Change Order No. 5 reflecting a decrease of \$3,139.30 for final reconciliation of quantities for this project. If this change order is approved, the new contract construction amount will be \$398,766.90.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action necessary will be approval or disapproval of the final payment and Change Order No. 5 for this project.

Attachment: Final Payment Documents  
Change Order No. 5

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

FINAL PAYMENT ESTIMATE NUMBER 8  
 CITY OF PITTSBURG, KS  
 CITY PROJECT NO. C20 1656 01  
 DATE: 8/17/2009

Sanitary Sewer Manhole Rehabilitation Year 5  
 PEC Project No. 334-01 ED1-036-0830 Part A  
 Contractor: Cogill Construction, Inc.  
 P.O. Box 1235  
 Greenwood, AR 72835

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST COMPLETED
1	Mobilization	L.S.	1.0	\$ 1,000.00	1,000.00
2	Traffic Control	L.S.	1.0	10.00	10.00
3	Erosion Control	L.S.	1.0	50.00	50.00
4	Cleaning & Grubbing	L.S.	1.0	100.00	100.00
5	Site Restoration	L.S.	1.0	10.00	10.00
6	Manhole Re lining (Type I GROUT)	V.F.	2,781.0	79.00	219,770.10
7	Adjust Existing Manhole Ring (Type I)	Each	97.0	265.00	25,665.00
8	Adjust Existing Manhole Ring (Type II)	Each	5.0	1,400.00	7,000.00
9	Replace Manhole Ring and Cover	Each	30.0	360.00	10,800.00
10	Install Bolt Down Manhole Ring and Cover	Each	1.0	100.00	100.00
11	Repair Drop Manhole	Each	1.0	3,800.00	3,800.00
12	Manhole Concrete Pad	Each	10.0	200.00	2,000.00
13	Remove and Replace Manhole 2B-014	L.S.	1.0	10,130.00	10,130.00
C.O.1-Item 1	Reconnection of Two Service Lines	Each	1.0	1,540.00	1,540.00
C.O.1-Item 2	Repair Damaged Service Tap	Each	1.0	200.00	200.00
C.O.1-Item 3	Eliminate "Sag" in Main Line	Each	1.0	625.00	625.00
C.O.1-Item 4	Replace Cleanout	Each	7.0	1,920.00	13,440.00
C.O.1-Item 5	Build Flap Top	Each	1.0	350.00	350.00
C.O.1-Item 6	Overturn - Adjust Manhole Ring (Type II)	Each	18.0	1,400.00	25,200.00
C.O.1-Item 7	Overturn - Replace Manhole Ring & Cover	Each	23.0	350.00	8,050.00
C.O.1-Item 8	Overturn - Bolt Down Ring & Cover	Each	1.0	100.00	100.00
C.O.1-Item 9	Overturn - Repair Drop Manhole	Each	1.0	3,800.00	3,800.00
C.O.2-Item 1	Overturn - Manhole Re lining (Type I GROUT)	V.F.	203.4	79.00	16,068.60
C.O.3-Item 1	Repair & Adjust MH # 2A-014A (Type II)	Each	1	2,350.00	2,350.00
C.O.3-Item 2	Type II Adj. on MH # 2A-013A	Each	5	1,850.00	9,250.00
C.O.3-Item 3	Replace MH # 2A-013	Each	1	8,550.00	8,550.00
C.O.3-Item 4	Adjust and Re line MH 7A-016 (Type II)	Each	1	3,000.00	3,000.00
C.O.3-Item 5	Adjust and Re line MH 7A-017 (Type II)	Each	1	3,380.00	3,380.00
C.O.3-Item 6	Addition of MH-1B-105 (Deducted in C.O. No. 5)	Each	1	1,750.00	1,750.00
C.O.4-Item 1	Replace MH # 1B-103	Each	1	9,600.00	9,600.00
C.O.4-Item 2	Overturn - Manhole Re lining (Type I GROUT)	V.F.	163.2	79.00	12,892.60
C.O.5-Item 1	Overturn - Manhole Re lining (Type I GROUT)	V.F.	22.8	79.00	1,785.40
C.O.5-Item 2	Overturn - Adjust Manhole Ring (Type I)	Each	2	265.00	530.00
C.O.5-Item 7	Deduct Addition of MH-1B-105	Each	1	(1,750.00)	(1,750.00)
Total Completed To Date:					\$ 398,786.90
Recharge					\$
Total of Previous Payments					\$ 389,031.27
Amount Due This Estimate					\$ 9,755.63

Requested By: Cogill Construction, Inc.  
 Name: *Shelvia Cogill*

Reviewed By: Project Engineer  
 Name: *Bruce D. Rensborg, P.E.*

Approved By: City of Pittsburg, Kansas  
 Name: \_\_\_\_\_

## CHANGE ORDER

Order No. 5

Date: 6-24-09

KWPCRF Project No. C20 1656 01

PEC Project No. 334-07E03-010-0830

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Sanitary Sewer Manhole Rehabilitation – Year 5

OWNER: City of Pittsburg, Kansas

CONTRACTOR: Corgill Construction, Inc.

Changes are hereby made to the CONTRACT DOCUMENTS as listed and described below and on the attached sheets:

1. Quantity overrun on bid item #6, Manhole Relining (Type I Grout). Additional Cost = 22.6 V.F. @ \$79.00 = \$1,785.40. The quantity required to reline manhole's included in original contract as field measured = 2,781.9 V.F. (Plan Quantity = 2,781.2), for an increase cost of \$55.30. Quantity added by Change Order No. 2 = 203.4 V.F. Quantity added by Change Order No. 4 = 163.2 V.F. for a total of 3,148.5. Total Actual quantity with ALL Change Orders including this one = 3,171.1 V.F. See attached "Explanation of Increase/Decrease in Plan Quantities".
2. Quantity overrun on bid item #7, Adjust Manhole Ring (Type I). Additional Cost = 2 Ea. @ \$265.00 = \$530.00. Original Plan Quantity = 87 Ea. Total revised quantity with Change Orders = 89 Ea. See Appendix B, Appendix C, Additional Manholes and Recapitulation of Quantities of the attached sheets. See attached "Explanation of Increase/Decrease in Plan Quantities".
3. Quantity Deduct from Change Order No. 1 – Item 7, Replace Ring & Cover. Reduction in Cost = 5 @ \$360.00 = \$1,800.00. See attached "Explanation of Increase/Decrease in Plan Quantities".
4. Deduct from Original Plans & Specifications, Adjust Existing Manhole Ring (Type II). Reduction in Cost = 1 @ \$1,400.00 = \$1,400.00. See attached "Explanation of Increase/Decrease in Plan Quantities".
5. Deduct from Original Plans & Specifications, Replace Manhole Ring & Cover. Reduction in Cost = 1 @ \$360.00 = \$360.00. See attached "Explanation of Increase/Decrease in Plan Quantities".
6. Deduct from Original Plans & Specifications, Manhole Concrete Pad. Reduction in Cost = \$200.00 = \$200.00. See attached "Explanation of Increase/Decrease in Plan Quantities".
7. Deduct Addition of MH 1B-105 from Change Order No. 3 – Item 6. Reduction in Cost = 1 @ \$1,750.00 = \$1,750.00. See attached "Explanation of Increase/Decrease in Plan Quantities".

Change to BID PRICE due to this CHANGE ORDER:	(\$3,139.30)
Original BID PRICE:	<u>\$279,729.80</u>
The <u>REVISED</u> CONTRACT PRICE after CHANGE ORDER #1 was: (Adding Error on Change Order #1)	<u>\$335,064.80</u>
The CONTRACT PRICE after CHANGE ORDER #2 was:	<u>\$351,133.40</u>
The CONTRACT PRICE after CHANGE ORDER #3 was:	<u>\$379,413.40</u>
The CONTRACT PRICE after CHANGE ORDER #4 was:	<u>\$401,906.20</u>
The CONTRACT PRICE after this CHANGE ORDER will be:	<u>\$398,766.90</u>
Original CONTRACT TIME:	<u>250 Days</u>
The CONTRACT TIME after CHANGE ORDER #2 was INCREASED by:	<u>50 Days</u>
The CONTRACT TIME after CHANGE ORDER #3 was INCREASED by:	<u>30 Days</u>
The total CONTRACT TIME is :	<u>330 Days</u>

Requested by: Blonde S. Longino Corgill Construction, Inc

Prepared by: Bene D. Rowland P.E.C., P.A.

Accepted by: \_\_\_\_\_ City of Pittsburg.

## EXPLANATION OF INCREASE/DECREASE IN PLAN QUANTITIES

CITY OF PITTSBURG, KANSAS

PROJECT NO. C20 1656 01

PEC PROJECT NO. 334-01E01-036

DATE: 6/19/09

The proposed change order serves to provide a final reconciliation of quantities.

Copies of spread sheets showing the total plan and measured quantities are attached. Also attached is a summary sheet showing the breakout of plan/revised plan and added quantities. Explanations of the changes are provided below.

Bid Item No. 6 – Manhole Relining (Type I Grout) – The work covered by the original scope of work has been field measured at 2,781.2 Vertical Feet (V.F.) which is the same as the total plan quantity of 2,781.2 V.F.

A total of 389.9 V.F. was added to the contract to reline an additional 34 manholes. There were two primary reasons for this. First, there were 51 manholes which could not be evaluated as part of plan development. Most of these manholes were buried under pavement or other locations where we did not want to excavate them until we were ready to repair them. To date it has been determined that 25 of these need relining.

As this was an exceptionally wet year, we were able to find leaks in manholes that had not been evident during dry years. The majority of these were newer, precast manholes where joints were found to be leaking during very wet periods. Eight manholes that were called out to have miscellaneous repairs were found to need relining when the Contractor was performing this work. This added 33 manholes to this bid item.

As City and PEC personnel worked to find causes for the sewer surcharging experienced last Spring, other manholes were determined to be in need of relining. This included 2 from the areas covered by the previous projects. Note that these were manholes not previously worked on and that no problems were found with previously relined manholes. See attached Appendix A, Appendix C, Additional Manhole Relining Schedule, and Recapitulation of Quantities.

Bid Item No. 7 – Adjust Existing Manhole Ring (Type I) –

Bid Item No. 8 – Adjust Existing Manhole Ring (Type II) –

Bid Item No. 9 – Replace Manhole Ring & Cover –

The majority of the changes to these bid items were as a result of findings relative to previously unevaluated manholes. Some other changes and additions were as a result of further review of conditions during construction. See attached Appendix B, Appendix C, Additional Manhole Repair Schedule, and Recapitulation of Quantities.

Bid Item No. 10 – Install Bolt Down Ring & Cover – The cover of MH 2A-016A was “blowing off” due to the system surcharging from heavy rain amounts. This MH was added to the project. A unit price to cover the added work was part of Change Order No. 1. See attached Appendix B, Appendix C, Additional Manhole Repair Schedule, and Recapitulation of Quantities.

Bid Item No. 11 – Repair Drop Manhole – The drop in Manhole 3C-098 and 3C-024 was part of the previous project but was not completed. One of these manholes was done in lieu of MH 7B-162, therefore only adding 1 additional manhole to the bid item. The work done on MH 7B-162 is covered

by Change Order No. 1. A unit price to cover the added work was part of Change Order No. 1. See attached Appendix B, Appendix C, Additional Manhole Repair Schedule, and Recapitulation of Quantities.

Bid Item No. 12 – Manhole Concrete Pad – 10 of the original 11 bid items were performed. The City of Pittsburg raised the ring & cover and placed an asphalt pad on MH 7B-074. See attached Appendix B, Appendix C, Additional Manhole Repair Schedule, and Recapitulation of Quantities.

RECAPITULATION OF ORIGINAL/REVISED ORIGINAL/ADDED QUANTITIES

ORIGINAL PLAN QUANTITIES	TOTAL		UNIT COST	TOTAL CONTRACT PRICE
Mobilization	1	L.S.	\$1,000.00	\$1,000.00
Traffic Control	1	L.S.	\$10.00	\$10.00
Erosion Control	1	L.S.	\$50.00	\$50.00
Clearing and Grubbing	1	L.S.	\$100.00	\$100.00
Site Restoration	1	L.S.	\$10.00	\$10.00
Manhole Relining (Type I Grout)	2781.2	V.F.	\$79.00	\$219,714.80
Adjust Existing Manhole Ring (Type I)	87	Each	\$265.00	\$23,055.00
Adjust Existing Manhole Ring (Type II)	6	Each	\$1,400.00	\$8,400.00
Replace Manhole Ring & Cover	31	Each	\$360.00	\$11,160.00
Install Bolt Down Manhole Ring & Cover	1	Each	\$100.00	\$100.00
Repair Drop Manhole	1	Each	\$3,800.00	\$3,800.00
Manhole Concrete Pad	11	Each	\$200.00	\$2,200.00
Remove & Replace Manhole 2B-014	1	L.S.	\$10,130.00	\$10,130.00
				\$279,729.80

MEASURED QUANTITIES-ORIGINAL WORK TO DATE	TOTAL		COMPLETED TO DATE	UNIT COST	TOTAL CONTRACT PRICE	COMPLETED TO DATE VALUE
Mobilization	1	L.S.	1	\$1,000.00	\$1,000.00	\$1,000.00
Traffic Control	1	L.S.	1	\$10.00	\$10.00	\$10.00
Erosion Control	1	L.S.	1	\$50.00	\$50.00	\$50.00
Clearing and Grubbing	1	L.S.	1	\$100.00	\$100.00	\$100.00
Site Restoration	1	L.S.	1	\$10.00	\$10.00	\$10.00
Manhole Relining (Type I Grout)	2781.2	V.F.	2781.9	\$79.00	\$219,714.80	\$219,770.10
Adjust Existing Manhole Ring (Type I)	87	Each	87	\$265.00	\$23,055.00	\$23,055.00
Adjust Existing Manhole Ring (Type II)	6	Each	5	\$1,400.00	\$8,400.00	\$7,000.00
Replace Manhole Ring & Cover	31	Each	30	\$360.00	\$11,160.00	\$10,800.00
Install Bolt Down Manhole Ring & Cover	1	Each	1	\$100.00	\$100.00	\$100.00
Repair Drop Manhole	1	Each	1	\$3,800.00	\$3,800.00	\$3,800.00
Manhole Concrete Pad	11	Each	10	\$200.00	\$2,200.00	\$2,000.00
Remove & Replace Manhole 2B-014	1	L.S.	1	\$10,130.00	\$10,130.00	\$10,130.00
					\$279,729.80	\$277,825.10

CHANGE ORDER ITEMS	TOTAL		COMPLETED TO DATE	UNIT COST	TOTAL CONTRACT PRICE	COMPLETED TO DATE VALUE
Connect Service Lines (C.O. No. 1 - Item 1)	1	Each	1	\$1,540.00	\$1,540.00	\$1,540.00
Repair Damaged Service Tap (C.O. No. 1 - Item 2)	1	Each	1	\$200.00	\$200.00	\$200.00
Eliminate "Sag" in Main (C.O. No. 1 - Item 3)	1	Each	1	\$625.00	\$625.00	\$625.00
Replace seven (7) Cleanouts (C.O. No. 1 - Item 4)	7	Each	7	\$1,920.00	\$13,440.00	\$13,440.00
Build New Flat-top for MH 7B-012 (C.O. No. 1 - Item 5)	1	Each	1	\$350.00	\$350.00	\$350.00
Overrun - Bid Item 8, Adjust MH Ring (Type II) (C.O. 1 - Item 6)	18	Each	18	\$1,400.00	\$25,200.00	\$25,200.00
Overrun - Bid Item 9, Replace R & C (C.O. 1 - Item 7)	28	Each	28	\$360.00	\$10,080.00	\$10,080.00
Overrun - Bid Item 10, Bolt Down R & C (C.O. 1 - Item 8)	1	Each	1	\$100.00	\$100.00	\$100.00
Overrun - Bid Item 11, Repair Drop MH (C.O. 1 - Item 9)	1	Each	1	\$3,800.00	\$3,800.00	\$3,800.00
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 2 - Item 1)	203.4	V.F.	203.4	\$79.00	\$16,068.60	\$16,068.60
Addition of MH 2A-014A (C.O. No. 3 - Item 1)	1	Each	1	\$2,350.00	\$2,350.00	\$2,350.00
Type II Adjustments (C.O. No. 3 - Item 2)	5	Each	5	\$1,850.00	\$9,250.00	\$9,250.00
Replace MH 2A-013 (C.O. No. 3 - Item 3)	1	Each	1	\$8,550.00	\$8,550.00	\$8,550.00
Addition of MH 7A-018 (C.O. No. 3 - Item 4)	1	Each	1	\$3,000.00	\$3,000.00	\$3,000.00
Addition of MH 7A-017 (C.O. No. 3 - Item 5)	1	Each	1	\$3,380.00	\$3,380.00	\$3,380.00
Addition of MH 1B-105 (C.O. No. 3 - Item 6)	1	Each	1	\$1,750.00	\$1,750.00	\$1,750.00
Replace MH 1B-105 (C.O. No. 4)	1	Each	1	\$9,600.00	\$9,600.00	\$9,600.00
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 4 - Item 2)	163.2	V.F.	163.2	\$79.00	\$12,892.80	\$12,892.80
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 5 - Item 1)	22.6	V.F.	22.6	\$79.00	\$1,785.40	\$1,785.40
Overrun - Bid Item 7, Adjust MH Ring (Type I) (C.O. 5 - Item 2)	2	Each	2	\$265.00	\$530.00	\$530.00
Deduct from C.O. No. 1 - Item 7, Replace R & C (C.O. No. 5 - Item 3)	5	Each	5	(\$360.00)	(\$1,800.00)	(\$1,800.00)
Deduct Addition of MH 1B-105 from C.O. No. 3 (C.O. No. 5 - Item 4)	1	Each	1	(\$1,750.00)	(\$1,750.00)	(\$1,750.00)
					\$120,941.80	\$120,941.80

ADJUSTED TOTAL QUANTITIES (FINAL)	TOTAL		COMPLETED TO DATE	UNIT COST	TOTAL CONTRACT PRICE	COMPLETED TO DATE VALUE
Mobilization	1	L.S.	1	\$1,000.00	\$1,000.00	\$1,000.00
Traffic Control	1	L.S.	1	\$10.00	\$10.00	\$10.00
Erosion Control	1	L.S.	1	\$50.00	\$50.00	\$50.00
Clearing and Grubbing	1	L.S.	1	\$100.00	\$100.00	\$100.00
Site Restoration	1	L.S.	1	\$10.00	\$10.00	\$10.00
Manhole Relining (Type I Grout)	2781.2	V.F.	2781.9	\$79.00	\$219,714.80	\$219,770.10
Adjust Existing Manhole Ring (Type I)	87	Each	87	\$265.00	\$23,055.00	\$23,055.00
Adjust Existing Manhole Ring (Type II)	6	Each	5	\$1,400.00	\$8,400.00	\$7,000.00
Replace Manhole Ring & Cover	31	Each	30	\$360.00	\$11,160.00	\$10,800.00
Install Bolt Down Manhole Ring & Cover	1	Each	1	\$100.00	\$100.00	\$100.00
Repair Drop Manhole	1	Each	1	\$3,800.00	\$3,800.00	\$3,800.00
Manhole Concrete Pad	11	Each	10	\$200.00	\$2,200.00	\$2,000.00
Remove & Replace Manhole 2B-014	1	L.S.	1	\$10,130.00	\$10,130.00	\$10,130.00
Connect Service Lines (C.O. No. 1 - Item 1)	1	Each	1	\$1,540.00	\$1,540.00	\$1,540.00
Repair Damaged Service Tap (C.O. No. 1 - Item 2)	1	Each	1	\$200.00	\$200.00	\$200.00
Eliminate "Sag" in Main (C.O. No. 1 - Item 3)	1	Each	1	\$625.00	\$625.00	\$625.00
Replace seven (7) Cleanouts (C.O. No. 1 - Item 4)	7	Each	7	\$1,920.00	\$13,440.00	\$13,440.00
Build New Flat-top for MH 7B-012 (C.O. No. 1 - Item 5)	1	Each	1	\$350.00	\$350.00	\$350.00
Overrun - Bid Item 8, Adjust MH Ring (Type II) (C.O. 1 - Item 6)	18	Each	18	\$1,400.00	\$25,200.00	\$25,200.00
Overrun - Bid Item 9, Replace R & C (C.O. 1 - Item 7)	28	Each	28	\$360.00	\$10,080.00	\$10,080.00
Overrun - Bid Item 10, Bolt Down R & C (C.O. 1 - Item 8)	1	Each	1	\$100.00	\$100.00	\$100.00
Overrun - Bid Item 11, Repair Drop MH (C.O. 1 - Item 9)	1	Each	1	\$3,800.00	\$3,800.00	\$3,800.00
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 2 - Item 1)	203.4	V.F.	203.4	\$79.00	\$16,068.60	\$16,068.60
Addition of MH 2A-014A (C.O. No. 3 - Item 1)	1	Each	1	\$2,350.00	\$2,350.00	\$2,350.00
Type II Adjustments (C.O. No. 3 - Item 2)	5	Each	5	\$1,850.00	\$9,250.00	\$9,250.00
Replace MH 2A-013 (C.O. No. 3 - Item 3)	1	Each	1	\$8,550.00	\$8,550.00	\$8,550.00
Addition of MH 7A-018 (C.O. No. 3 - Item 4)	1	Each	1	\$3,000.00	\$3,000.00	\$3,000.00
Addition of MH 7A-017 (C.O. No. 3 - Item 5)	1	Each	1	\$3,380.00	\$3,380.00	\$3,380.00
Addition of MH 1B-105 (C.O. No. 3 - Item 6)	1	Each	1	\$1,750.00	\$1,750.00	\$1,750.00
Replace MH 1B-105 (C.O. No. 4)	1	Each	1	\$9,600.00	\$9,600.00	\$9,600.00
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 4 - Item 2)	163.2	V.F.	163.2	\$79.00	\$12,892.80	\$12,892.80
Overrun - Bid Item 6, MH Relining (Type I Grout) (C.O. 5 - Item 1)	22.6	V.F.	22.6	\$79.00	\$1,785.40	\$1,785.40
Overrun - Bid Item 7, Adjust MH Ring (Type I) (C.O. 5 - Item 2)	2	Each	2	\$265.00	\$530.00	\$530.00
Deduct from C.O. No. 1 - Item 7, Replace R & C (C.O. No. 5 - Item 3)	5	Each	5	(\$360.00)	(\$1,800.00)	(\$1,800.00)
Deduct Addition of MH 1B-105 from C.O. No. 3 (C.O. No. 5 - Item 4)	1	Each	1	(\$1,750.00)	(\$1,750.00)	(\$1,750.00)
					\$400,671.60	\$398,766.90

APPENDIX A  
 BASIN 7B MANHOLE RELINING SCHEDULE  
 SEE APPENDIX B FOR SCHEDULE OF ADDITIONAL REPAIR

Manhole No.	General Location	Type I Lining	Type II Lining	Depth-L.F. (Plan)	Depth (Actual)	Date Repaired	Date Inspected	Sheet Number
2	S of Centennial Dr/SE of Mill Rd/E of Rouse	X		21.2	21.2	2/17/2009	2/17/2009	4
4	S of Centennial Dr/SE of Mill Rd/E of Rouse	X		15.8	15.6	2/17/2009	2/17/2009	4
6	S of Centennial Dr/SE of Mill Rd/E of Rouse	X		16.1	15.8	2/17/2009	2/17/2009	4
8	E Side RR/S of Centennial Dr	X		13.6	13.2	3/5/2009	3/5/2009	4
9	E Side RR/S of Centennial Dr	X		13.5	13.3	1/23/2009	1/23/2009	4
13	E of Springdale/S of Centennial Dr	X		15.1	14.8	1/23/2009	1/23/2009	4
15	S of E Cow Creek/N of Centennial Dr	X		12.1	13.4	1/14/2009	1/14/2009	5
26	E of E Cow Creek/N of Quincy	X		12.4	12.3	11/18/2008	11/18/2008	6
34	W Side of Pond/SE of Water St	X		10.7	10.3	12/5/2008	12/5/2008	7
36	S of 2nd/E of Water St	X		13.1	12.7	12/5/2008	12/5/2008	7
37	S o of 4th/E of Water St	X		15.5	14.1	10/31/2008	10/31/2008	7
39	4th St / E of Water St	X		14.1	14.1	10/31/2008	10/31/2008	7
40	4th St / E of Water St	X		11.0	10.9	10/31/2008	10/31/2008	7
41	4th St / E of Water St	X		14.8	14.7	10/31/2008	10/31/2008	7
42	4th St / E of Water St	X		18.0	17.8	10/30/2008	10/30/2008	7
45	N of 4th E of Water St	X		9.3	9.4	12/4/2008	12/4/2008	7
46	N of 4th E of Water St	X		7.3	7.4	12/4/2008	12/4/2008	8
47	N of 4th E of Water St	X		10.3	10.7	12/4/2008	12/4/2008	8
51	S of 12th & Lakewood Dr	X		13.1	13.0	10/21/2008	10/21/2008	8
52	12th & Lakewood Dr	X		12.4	12.3	10/21/2008	10/21/2008	8
54	Lakewood Dr & 14th	X		14.8	14.8	10/21/2008	10/21/2008	8
55	14th St/W of Lakewood Dr	X		17.2	17.3	10/21/2008	10/21/2008	8
57	E of Highland on 16th	X		13.0	13.0	10/21/2008	10/21/2008	8
59	N of 16th/E of Highland	X		9.3	9.3	3/4/2009	3/4/2009	9
63	22nd St between Highland & Russell	X		8.9	9.3	9/18/2008	9/18/2008	9
64	S of 23rd between Highland & Russell	X		11.4	11.2	10/2/2008	10/2/2008	9
65	23rd St between Highland & Russell	X		10.7	10.6	10/2/2008	10/2/2008	9
68	On RR/N of 23rd	X		10.3	10.3	9/25/2008	9/25/2008	9
69	On RR/S of Rotary Dr	X		14.4	14.4	9/25/2008	9/25/2008	9
70	On RR/S of Rotary Dr	X		18.1	18.1	9/25/2008	9/25/2008	9
75	N of Rotary Dr/E of Rouse	X		9.4	9.3	9/25/2008	9/25/2008	9
76	N of Rotary Dr/E of Rouse	X		8.3	8.3	9/25/2008	9/25/2008	9
79	S of Atkinson Rd/E of Rouse	X		5.6	6.5	9/25/2008	9/25/2008	9
80	S of Atkinson Rd on Rouse	X		8.6	8.7	9/18/2008	9/18/2008	9
81	S of Atkinson Rd between Rouse & Old Rouse	X		8.1	9.0	9/25/2008	9/25/2008	9
82	S of Atkinson Rd between old Rouse & Scotty Dr	X		10.7	10.8	9/25/2008	9/25/2008	9
83	S of Atkinson Rd between old Rouse & Scotty Dr	X		8.7	9.2	10/16/2008	10/16/2008	9
84	S of Atkinson Rd between old Rouse & Scotty Dr	X		11.1	11.6	9/16/2008	9/16/2008	9
85	N of Quincy/E of Rouse	X		11.0	11.4	11/18/2008	11/18/2008	6
88	N of Quincy/E of Rouse	X		16.6	16.0	12/30/2008	12/30/2008	6
95	E of Rouse/ between Madison & Monroe	X		7.9	7.8	12/30/2008	12/30/2008	6
97	E of Rouse NE of Jackson	X		15.5	15.5	1/8/2009	1/8/2009	6
97 A	E of Rouse & Madison	X		15.3	14.9	1/8/2009	1/8/2009	6
98	Rouse & Jackson	X		13.2	13.3	1/8/2009	1/8/2009	6
99	E of Rouse/SE of Jackson	X		10.5	10.5	1/23/2009	1/23/2009	6
100	E of Rouse/SE of Jackson	X		10.7	10.3	4/7/2009	4/7/2009	6
101	E of Rouse/SE of Jackson	X		15.0	15.0	3/5/2009	3/5/2009	6
104	N of Quincy/E of Rouse	X		10.6	10.7	1/9/2009	1/9/2009	6
105	S Side of Quincy between Bitner Ter & Bitner Place	X		15.5	15.7	12/30/2008	12/30/2008	6
106	Quincy & Bitner Place	X		13.3	13.9	1/9/2009	1/9/2009	6
107	Bitner Place/S of Quincy	X		12.5	12.6	1/9/2009	1/9/2009	6
108	Bitner Place/S of Quincy	X		11.9	11.8	12/30/2008	12/30/2008	6
109	E of Bitner Place/S of Quincy	X		5.9	6	3/4/2009	3/4/2009	6
110	E of Bitner Place/S of Quincy	X		9.6	9.7	3/4/2009	3/4/2009	6
111	E of Bitner Place/S of Quincy	X		10.0	10	1/9/2009	1/9/2009	6
112	W Side Bitner Place & Bitner Terrace	X		11.7	11.8	12/9/2008	12/9/2008	6
113	W Side Bitner Place & Bitner Terrace	X		11.2	11.3	12/9/2008	12/9/2008	6
114	W Side of York Rd/S of Bitner Dr	X		12.4	12.5	12/9/2008	12/9/2008	6
115	Imperial Circle/S of Imperial Rd	X		13.5	13.6	11/6/2009	11/6/2009	6
116	Imperial Circle/S of Imperial Rd	X		12.5	12.5	12/9/2008	12/9/2008	6
117	S of Imperial Rd Between Imperial Circle & Rouse	X		9.0	8.8	12/11/2008	12/11/2008	6
118	S of Imperial Rd Between Imperial Circle & Rouse	X		8.9	9	12/9/2008	12/9/2008	6
119	Rouse & Madison	X		7.5	7.3	12/30/2008	12/30/2008	6
123 B	N of Madison On Tucker	X		10.0	10.1	12/30/2008	12/30/2008	6
123 A	Rouse/N of Madison	X		9.3	9.3	1/8/2009	1/8/2009	6
125	Rouse & Jackson	X		7.4	7.6	12/30/2008	12/30/2008	6
126	Rouse between Quincy & Jackson	X		10.2	10.2	1/8/2008	1/8/2008	6
129	N of Quincy/W of Tucker	X		8.6	8.6	12/30/2008	12/30/2008	6
131	S of Quincy/W of Rouse	X		7.7	8.6	12/30/2008	12/30/2008	6
132	N of Quincy/W of Tucker	X		10.4	10.2	12/30/2008	12/30/2008	6
133	N of Quincy/W of Tucker	X		10.4	10.3	1/23/2009	1/23/2009	6
134	Quincy & Rouse	X		12.5	12.7	1/14/2009	1/14/2009	6
135	Quincy/E of Rouse	X		9.2	9.4	12/30/2008	12/30/2008	6
				853.3	857.6			

APPENDIX A		PAGE 2/4							
Manhole No.	General Location	Type I Lining	Type II Lining	Depth-L.F. (Plan)	Depth (Actual)	Date Repaired	Date Inspected	Sheet	Number
136	S of Quincy/E of Rouse	X		8.9	8.8	4/7/2009	4/7/2009	6	
138	Franklin Rd/S of Quincy	X		6.9	7.7	12/30/2008	12/30/2008	6	
139	Franklin Rd/S of Quincy	X		8.5	8.6	1/23/2009	1/23/2009	6	
140	E of Franklin Rd/S of Bitner Dr	X		7.8	7.8	3/4/2009	3/4/2009	6	
141	E of Franklin Rd/S of Bitner Dr	X		8.7	8.7	3/4/2009	3/4/2009	6	
142	S of Quincy/E of Rouse	X		9.7	9.7	3/4/2009	3/4/2009	6	
143	S of Quincy/E of Rouse	X		9.1	8.8	3/5/2009	3/5/2009	6	
144	N of Quincy/E of Rouse	X		9.4	9.6	1/8/2009	1/8/2009	6	
147	W of Bitner Ter/S of Quincy	X		7.4	7.5	3/4/2009	3/4/2009	6	
148	W of Bitner Ter/S of Quincy	X		8.7	8.9	3/4/2009	3/4/2009	6	
149	E of Bitner Place/S of Quincy	X		5.4	5.5	3/4/2009	3/4/2009	6	
150	S of Quincy between Bitner Ter & Bitner Dr	X		7.6	7.7	1/23/2009	1/23/2009	6	
151	S of Quincy between Bitner Ter & Bitner Dr	X		7.7	7.7	3/4/2009	3/4/2009	6	
152	S of Quincy between Bitner Ter & Bitner Dr	X		7.5	7.5	3/4/2009	3/4/2009	6	
156	NW side E Cow Crk/S of Quincy/W of Free King Hwy	X		12.4	11.7	12/11/2008	12/11/2008	6	
157	W of E Cow Crk/S of Quincy/W of Free King Hwy	X		9.7	9.2	12/11/2008	12/11/2008	6	
159	N of Quincy / W of E Cow Creek	X		12.0	11.7	12/11/2008	12/11/2008	6	
161	N of Quincy / W of E Cow Creek	X		12.3	12	11/6/2008	11/6/2008	6	
162	N of Quincy / W of E Cow Creek	X		12.4	12	11/6/2008	11/6/2008	6	
163	S of Water T. Plant/W of Free King Hwy.	X		12.3	12.5	11/6/2008	11/6/2008	6	
164	S of Water T. Plant/W of Free King Hwy.	X		14.8	14.6	10/24/2008	10/24/2008	6	
168	N of Water T. Plant/W side of Free King Hwy	X		8.5	8.6	10/24/2008	10/24/2008	7	
169	N of Water T. Plant/W side of Free King Hwy	X		8.1	8.6	10/24/2008	10/24/2008	7	
171	W of Water T. Plant/W side of Free King Hwy	X		5.4	5.6	12/2/2008	12/2/2008	7	
172	W of Water T. Plant/W side of Free King Hwy	X		6.3	6.5	12/2/2008	12/2/2008	7	
172 A	W of Water T. Plant/W side of Free King Hwy	X		7.4	7.4	12/2/2008	12/2/2008	7	
173	Free King Hwy/S of Joy St	X		11.4	11.4	11/6/2008	11/6/2008	7	
174	Free King Hwy/S of Joy St	X		12.7	12.6	12/2/2008	12/2/2008	7	
175	Free King Hwy/S of Joy St	X		10.1	10.1	11/6/2008	11/6/2008	7	
176	Free King Hwy/Joy St	X		7.7	7.7	11/6/2008	11/6/2008	7	
177	E of Free King Hwy/ Joy St	X		4.2	4.3	11/18/2008	11/18/2008	7	
179	S of 4th between Joy St & Free King Hwy	X		5.4	5.6	11/18/2008	11/18/2008	7	
180	N of Water T Plant/W of Free King Hwy	X		11.0	10.9	12/2/2008	12/2/2008	7	
181	S of Joy St/W of Free King Hwy	X		6.9	7	12/2/2008	12/2/2008	7	
182	S of Joy St/W of Free King Hwy	X		6.2	6.4	11/6/2008	11/6/2008	7	
186	4th St/E of Water St	X		16.8	16.6	10/30/2008	10/30/2008	7	
187	4th St/E of Water St	X		13.7	14	10/30/2008	10/30/2008	7	
189	N of 4th St/W of Canterbury Rd	X		11.8	11.9	11/4/2008	11/4/2008	7	
190	N of 4th St/W of Canterbury Rd	X		11.3	11.8	11/20/2008	11/20/2008	7	
191	N of 4th St/W of Canterbury Rd	X		10.5	10.5	11/20/2008	11/20/2008	7	
192	W of Canterbury Rd/NW of Heritage Rd	X		11.1	11.2	11/20/2008	11/20/2008	8	
193	W of Canterbury Rd/NW of Countryside Dr	X		8.6	8.2	11/4/2008	11/4/2008	8	
194	W of Canterbury Rd/NW of Cambridge Lane	X		9.2	9.1	11/4/2008	11/4/2008	8	
195	Colonial Dr/W of Canterbury Rd	X		10.1	10	10/28/2008	10/28/2008	8	
196	NW of Village Dr/S of Home Court	X		9.1	9.1	10/28/2008	10/28/2008	8	
197	Home Court/E of Lakewood Dr	X		7.0	7	10/28/2008	10/28/2008	8	
198	14th & Home	X		7.8	7.8	10/24/2008	10/24/2008	8	
199	Home between 14th & 16th	X		10.2	9.9	10/24/2008	10/24/2008	8	
201 A	W of Home between 14th & 16th	X		4.9	4.6	10/21/2008	10/21/2008	8	
205	S of Windsor Dr/N of 4th	X		17.2	17.5	11/18/2008	11/18/2008	7	
207	E of Village Dr./SE of Heritage Rd.	X		18.2	18.2	10/28/2008	10/28/2008	8	
208	E of Village Dr./NE of Heritage Rd.	X		15.4	15	11/4/2008	11/4/2008	8	
210	Village Dr/E of Cambridge Lane	X		13.6	13.3	11/20/2008	11/20/2008	8	
212	E of Village Dr/N of Colonial Drive	X		11.4	11.1	11/4/2008	11/4/2008	8	
213	E of Village Dr/N of Colonial Drive	X		13.1	11.7	11/4/2008	11/4/2008	8	
214	E of Village Dr/N of Colonial Drive	X		11.1	11.2	12/2/2008	12/2/2008	8	
215	E of Village Dr/N of Colonial Drive	X		10.6	10.2	11/4/2008	11/4/2008	8	
216 A	W of Windsor Ct/S of Windsor Dr	X		14.2	14.3	10/24/2008	10/24/2008	7	
216	W of Windsor Ct/S of Windsor Dr	X		12.8	13.1	12/12/2008	12/12/2008	7	
217 B	N of Windsor Dr/W of Villa Dr	X		10.3	10.6	1/23/2009	1/23/2009	7	
217	N of 4th W of Villa Drive	X		15.0	15.1	12/11/2008	12/11/2008	7	
217 A	N of 4th W of Villa Dr	X		9.4	9.6	12/12/2008	12/12/2008	7	
219	N of 4th between Victorian Dr & Free King Hwy	X		12.3	12.2	11/20/2008	11/20/2008	7	
219 A	N of 4th between Victorian Dr & Free King Hwy	X		11.8	11.5	11/20/2008	11/20/2008	7	
220	N of 4th between Victorian Dr & Free King Hwy	X		12.7	12.4	12/5/2005	12/5/2005	7	
222	N of 4th between Victorian Dr & Free King Hwy	X		9.9	9.5	1/23/2009	1/23/2009	8	
223	S of 8th W of Free Kings Hwy	X		8.0	7.7	12/11/2008	12/11/2008	8	
226	N of 4th E of Villa Drive	X		6.9	7.5	12/12/2008	12/12/2008	7	
228	N of 4th E of Villa Drive	X		8.8	9.8	12/5/2008	12/5/2008	8	
230	N of 4th E of Victorian Dr	X		6.9	9.1	12/5/2008	12/5/2008	7	
232	N of 4th / W of Free King Hwy	X		6.5	6.1	11/20/2008	11/20/2008	7	
233	S of Countryside Dr-E of Village Drive	X		18.3	17	12/11/2008	12/11/2008	8	
234	S of Countryside Dr-E of Village Drive	X		17.2	16.9	1/22/2009	1/22/2009	8	
235	S of Countryside Dr-W of Free King Hwy	X		12.2	11.9	12/11/2008	12/11/2008	8	
236	S of Countryside Dr-W of Free King Hwy	X		8.0	7.7	12/11/2008	12/11/2008	8	
237	Countryside Dr-W of Free King Hwy	X		6.4	6	10/24/2008	10/24/2008	8	

APPENDIX A		PAGE 3/4	769.1	768.8				
Manhole No.	General Location	Type I Lining	Type II Lining	Depth-L.F. (Plan)	Depth (Actual)	Date Repaired	Date Inspected	Sheet Number
238	N of Countryside Dr-W of Free King Hwy	X		4.9	4.5	12/5/2008	12/5/2008	8
239	E of Village Dr btwn Colonial Dr & Countryside Dr	X		13.3	12.9	1/22/2009	1/22/2009	8
242	E of Village Dr/N of Colonial Dr.	X		7.5	7.1	11/4/2008	11/4/2008	8
243 C	W of Village Dr./ S of Heritage Rd.	X		13.1	13.2	10/28/2008	10/28/2008	8
243	E side Canterbury Rd/N of 4th	X		12.3	11.9	10/24/2008	10/24/2008	8
243 G	W of Canterbury Rd/ S of Heritage Rd.	X		10.2	9.7	10/28/2008	10/28/2008	8
243 E	W of Canterbury Rd/ S of Heritage Rd.	X		6.2	6.4	10/24/2008	10/24/2008	7
244	E of Canterbury/S of Countryside Dr	X		9.4	9.1	10/28/2008	10/28/2008	8
245	E of Canterbury/S of Countryside Dr	X		9.1	9.4	12/4/2008	12/4/2008	8
246	Canterbury Rd/S of Countryside Dr	X		9.3	9.3	10/24/2008	10/24/2008	8
248	W of Village Dr./ N of Countryside Dr.	X		10.3	10.0	11/4/2008	11/4/2008	8
250	S of Cambridge Ln/N of Countryside Dr	X		9.3	9.3	10/24/2008	10/24/2008	8
252	S of Village Dr/N of Colonial Dr	X		10.6	10.3	1/22/2009	1/22/2009	8
254	S of Colonial Dr/N of Cambridge Ln	X		9.7	9.7	11/4/2008	11/4/2008	8
257	N of Village Dr/S of Carey St	X		14.8	12.8	12/4/2008	12/4/2008	8
258	NE of Village Dr/S of Carey St	X		8.3	8.4	12/5/2008	12/5/2008	8
263	Lakewood Dr Between 12th & 14th	X		7.7	7.7	10/21/2008	10/21/2008	8
264	S of 14th/W of Lakewood Dr	X		9.0	9.0	10/21/2008	10/21/2008	8
266	S of 14th/W of Lakewood Dr	X		9.3	9.3	12/4/2008	12/4/2008	8
268	S of 14th/E of Rouse	X		11.7	11.6	10/28/2008	10/28/2008	8
269	S of 14th/E of Rouse	X		12.7	12.7	10/28/2008	10/28/2008	8
271	S of 14th/E of Rouse	X		10.5	10.3	10/28/2008	10/28/2008	8
273	E of Rouse/S of 14th	X		9.1	9.0	10/21/2008	10/21/2008	8
278	N of 14th/E of Rouse	X		13.5	13.6	10/21/2008	10/21/2008	8
279	N of 14th/E of Rouse	X		12.4	12.6	10/21/2008	10/21/2008	8
280	N of 14th/E of Rouse	X		11.8	11.8	10/2/2008	10/2/2008	8
281	N of 14th/E of Rouse	X		9.3	9.3	10/2/2008	10/2/2008	8
282	N of 14th/E of Rouse	X		8.9	8.9	10/21/2008	10/21/2008	8
283	20th/ E of Highland	X		12.1	12.1	10/16/2008	10/16/2008	9
284	20th/ E of Highland	X		9.6	9.6	10/16/2008	10/16/2008	9
285	20th & Highland	X		8.9	9.2	10/16/2008	10/16/2008	9
286	20th/ W of Highland	X		6.5	6.4	9/18/2008	9/18/2008	9
286 A	S of 20th & Fairview	X		11.7	11.5	9/18/2008	9/18/2008	9
287	23rd SW of Russell	X		10.8	11.2	10/2/2008	10/2/2008	9
288	23rd SW E of Russell	X		13.5	13.0	10/2/2008	10/2/2008	9
290	N Rotary Dr between Rouse & RR	X		8.6	8.3	9/25/2008	9/25/2008	9
291 A	N Rotary Dr between Rouse & RR	X		6.9	6.6	9/25/2008	9/25/2008	9
295	N Rotary Dr between Rouse & RR	X		11.0	10.7	9/30/2008	9/30/2008	9
296	N Rotary Dr between Rouse & RR	X		13.3	12.9	9/30/2008	9/30/2008	9
297	W side of RP/S of Atkinson Rd	X		13.5	12.7	10/16/2008	10/16/2008	9
299	N Rotary Dr between RR & Rotary Circle	X		12.1	11.8	9/30/2008	9/30/2008	9
301 A	Rotary Terr. & Rotary Cir.	X		8.1	7.8	9/18/2008	9/18/2008	9
302	W of Rotary Circle/N of Rotary Dr	X		9.7	9.6	9/18/2008	9/18/2008	9
305	On RR/NW of Rotary Circle	X		13.5	13.2	9/30/2008	9/30/2008	9
306	On RR/NW of Rotary Circle	X		13.3	11.6	9/30/2008	9/30/2008	9
307	E of RR/SW of Rotary Circle	X		12.8	12.4	9/30/2008	9/30/2008	9
311	S of Atkinson Rd/E of Rouse	X		7.4	7.1	9/30/2008	9/30/2008	9
315	N Rotary Dr between Rouse & Old Rouse	X		7.4	7.1	10/2/2008	10/2/2008	9
320	N of 31st/W of Scotty Dr	X		13.9	13.6	9/23/2008	9/23/2008	11
320 A	N of 31st/W of Scotty Dr	X		14.3	13.4	9/23/2008	9/23/2008	11
321	N of 31st/W of Scotty Dr	X		10.9	10.8	9/25/2008	9/25/2008	11
322	N of 31st/W of Scotty Dr	X		11.1	11.1	10/2/2008	10/2/2008	11
324	Taylor/N of 31st	X		10.3	10.3	9/30/2008	9/30/2008	11
325	Taylor/N of 30th	X		13.1	13.0	9/23/2008	9/23/2008	11
326	Taylor/N of Turner Dr	X		16.6	17.1	9/23/2008	9/23/2008	11
327	Stilwell/S of 30th	X		14.8	14.8	9/23/2008	9/23/2008	11
329	Stilwell/N of Turner Rd	X		12.9	13.4	10/16/2008	10/16/2008	11
330	Stilwell/S of Turner Rd	X		9.4	9.3	9/17/2008	9/17/2008	11
331	S of Turner Rd/E of Michigan	X		8.3	8.7	10/16/2008	10/16/2008	11
332	S of Turner Rd on Michigan	X		8.7	8.7	9/17/2008	9/17/2008	11
334	Turner Rd/W of Michigan	X		9.3	8.7	9/23/2008	9/23/2008	11
335	Turner Rd/W of Michigan	X		9.9	9.8	9/30/2008	9/30/2008	11
336	Turner Rd/W of Michigan	X		8.9	8.8	9/23/2008	9/23/2008	11
337	Turner Rd/W of Michigan	X		8.4	8.3	9/23/2008	9/23/2008	11
338	E of Scotty Dr on 31st	X		10.0	9.6	9/16/2008	9/16/2008	11
342	E of Taylor/N of Turner Dr	X		9.0	9.0	9/25/2008	9/25/2008	11
343	E of Taylor/N of Turner Dr	X		8.5	8.6	9/25/2008	9/25/2008	11
344	Connor between Turner Rd & Turner Dr	X		9.4	9.4	9/25/2008	9/25/2008	11
348 A	N of Turner Rd/W of Connor	X		9.2	9.3	9/23/2008	9/23/2008	11
350	Taylor/N of 32nd	X		13.7	13.7	9/30/2008	9/30/2008	11
351	Stilwell/N of 32nd	X		13.8	13.7	9/30/2008	9/30/2008	11
353	Michigan/N of 32nd	X		15.6	15.6	9/16/2008	9/16/2008	11
354	Stilwell/N of 31st	X		9.3	9.3	9/30/2008	9/30/2008	11
				772.1	762.6			



ADDITIONAL MANHOLE RELINING SCHEDULE			Type I	Depth-L.F.	Depth	Date	Date	Sheet
Manhole No.	General Location		Lining	(Plan)	(Actual)	Repaired	Inspected	Number
4A	55	3rd & Warren	X	6.8	6.8	2/17/2009	2/17/2009	-
4C	014A	Walnut & Memorial Drive	X	7.2	6.8	2/17/2009	2/17/2009	-
x 7B	74	N. of 27th St. Terrace/ E. of Rouse	X	8.9	8.9	9/18/2008	9/18/2008	10
7B	218	N. of 4th St./ E. of Villa Dr.	X	11.3	11.3	12/12/2008	12/12/2008	7
+ 7B	167	Free Kings/ Water Treatment Plant	X	11.1	11.3	10/24/2008	10/24/2008	7
x 7B	166	Free Kings/ S. of Water Treatment Plant	X	6.1	6.0	10/24/2008	10/24/2008	6
+ 7B	165	Free Kings/ S. of Water Treatment Plant	X	14.1	14.3	10/24/2008	10/24/2008	6
* 7B	349	31st St./ W. of Scotty Dr.	X	7.6	8.2	9/16/2008	9/16/2008	11
+ 7B	340	31st St./ W. of Scotty Dr.	X	8.7	9.3	9/16/2008	9/16/2008	11
+ 7B	303	Rotary Dr./ Rotary Terrace	X	8.3	8.3	9/18/2008	9/18/2008	10
+ 7B	53	Lakewood Dr./ S. of 14th St.	X	14.0	13.6	11/20/2008	11/20/2008	8
7B	170	Free Kings/ N. of Water Treatment Plant	X	6.7	6.7	11/6/2008	11/6/2008	7
7B	44	N. of 4th St./ W. of Canterbury Rd.	X	9.7	9.5	12/4/2008	12/4/2008	8
+ 7B	267	13th St./ E. of Rouse	X	11.0	11.1	12/4/2008	12/4/2008	8
+ 7B	58	N. of 16th St./ E. of Highland	X	10.9	10.8	2/20/2009	2/20/2009	8
7B	27	N. of Quincy/ W. of Deer Run Ln.	X	11.5	11.5	11/18/2008	11/18/2008	6
7B	027A	N. of Quincy/ W. of Deer Run Ln.	X	10.9	10.9	11/18/2008	11/18/2008	6
+ 7B	231	N. of 4th St./ E. of Victorian Dr.	X	8.6	8.9	1/22/2009	1/22/2009	8
+ 7B	86	N. of Quincy/ E. of Rouse	X	15.6	15.4	11/18/2008	11/18/2008	6
+ 7B	60	S. of 20th St./ E. of Highland	X	8.5	9.2	2/18/2009	2/18/2009	9
+ 7B	38	S. of 4th St./ E. of Water	X	15.0	13.8	1/22/2009	1/22/2009	7
7B	1	Deer Creek Ln./ E. of Rouse	X	18.7	18.7	2/17/2009	2/17/2009	4
+ 7B	158	S. of Free Kings and Quincy	X	11.8	12.0	1/9/2009	1/9/2009	6
7B	316	N. of 27th St. Terrace & Old Rouse St.	X	10.1	10.2	9/17/2009	9/17/2009	10
7B	328	N. of Turner Rd & Turner Place	X	13.7	13.7	10/17/2009	10/17/2009	11
7B	137	Franklin Rd./ S. of Quincy	X	7.3	7.8	1/23/2009	1/23/2009	6
+ 7B	103	N. of Quincy/ E. of Rouse	X	8.9	9.9	1/22/2009	1/22/2009	6
+ 7B	102	N. of Quincy/ E. of Rouse	X	15.4	16.8	1/23/2009	1/23/2009	6
+ 7B	49	Lakewood Dr./ E. of Water	X	8.6	11.0	2/18/2009	2/18/2009	8
x 7B	18	N. of Centennial/ W. of Cnty Rd. 240	X	11.0	15.0	2/18/2009	2/18/2009	5
+ 7B	23	S. of Quincy/ W. of Cnty Rd. 240	X	10.0	14.2	2/20/2009	2/20/2009	6
+ 7B	154	S. of Quincy/ W. of Cnty Rd. 240	X	14.8	17.7	2/20/2009	2/20/2009	6
x 7B	146	S. of Quincy/ E. of Bitner Terrace	X	8.8	9.5	3/4/2009	3/4/2009	6
+ 7B	48	Lakewood Dr./ E. of Water	X	6.8	9.3	3/4/2009	3/4/2009	8
7B	381	S. of Centennial/ E. of Sprindale	X	10.8	10.8	1/14/2009	1/14/2009	4
<b>TOTALS</b>			<b>34</b>	<b>358.4</b>	<b>389.2</b>			

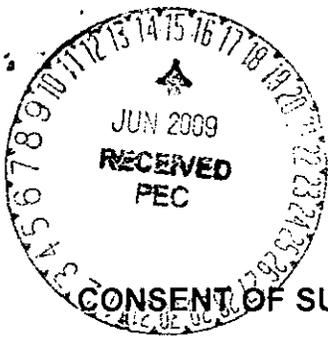
APPENDIX B  
BASIN 7B MANHOLE REPAIR SCHEDULE

Manhole No.	General Location	Type I Adjustment	Adjust. Amt.	Replace Ring and Cover	Type II Adjustment	Bolt Down Ring & Cover	Repair Drop	MH Pad	Date Inspected	Sheet Number
7	N.E. of Deer Creek Ln.				X	X			10/30/2008	4
7	W Side RR/S of Centennial Dr	X	0"						1/19/2009	4
10	S of Centennial Dr/E of Springdale			X					12/30/2009	4
11	S of Centennial Dr/E of Springdale			X					12/29/2008	4
12	S of Centennial Dr/E of Springdale			X					12/29/2008	4
15	S of E Cow Creek/N of Centennial			X	X				10/30/2008	5
25	E of E Cow Creek/S of Quincy	X	0"						8/21/2008	6
27	E of E Cow Creek/N of Quincy									6
27A	W of E Cow Creek/N of Quincy									6
46	N of 4th E of Water St.		0"	X					8/19/2008	8
47	N of 4th E of Water St.	X	0'-4"						10/9/2008	8
50	S of 12th/SE of Lakewood Dr		0'-6"	X					10/9/2008	8
55	14th St/W of Lakewood Dr	X	0'-2"						10/9/2008	8
56	E of Rouse between 14th & 16th		0"	X					8/19/2008	8
61	20th St/ E of Highland				X				11/3/2008	9
66	23rd St between Highland & Russell	X	0"						8/22/2008	9
67	N of 23rd St/S of RR	X	0"						10/9/2008	9
73	Rotary Dr. Between Rouse & RR		0'-2"	X					8/20/2008	9
75	N of Rotary Dr/E of Rouse		0"	X					8/20/2008	10
76	N of Rotary Dr/E of Rouse								8/20/2008	10
79	S of Atkinson Rd/E of Rouse									10
80	S of Atkinson Rd on Rouse		0"	X					8/20/2008	10
81	S of Atkinson Rd between Rouse & Old Rouse		0"	X					9/11/2008	10
82	S of Atkinson Rd between old Rouse & Scotty Dr		0"	X					8/21/2008	10
83	S of Atkinson Rd between old Rouse & Scotty Dr	X	0'-6"						10/7/2008	10
85	N of Quincy/E of Rouse									6
96	E of Rouse/NE of Marlson	X	0'-4"						10/6/2008	6
134	Quincy & Rouse	X	0'-2"					X	9/9/2008	6
138	Franklin Rd/S of Quincy	X	0'-8"						10/6/2008	6
156	W of E Cow Crk/S of Quincy/W of Free King Hwy	X	0"						10/14/2008	6
157	W of E Cow Crk/S of Quincy/W of Free King Hwy			X					10/14/2008	6
162	N of Porter Ln. / W of E Cow Creek						X		11/4/2008	6
162B	N of Quincy / W of E Cow Creek									6
164	S of Water T. Plant/W of Free King Hwy	X	0"						8/21/2008	6
169	N of Water T. Plant/W side of Free King Hwy	X	0'-4"						10/14/2008	7
172B	W of Water T. Plant/W side of Free King Hwy	X	0'-4"						9/4/2008	7
183	S of PHS/W of Free King Hwy	X	0'-4"						10/14/2008	7
184B	S of PHS/W of Free King Hwy									7
187	4th St/E of Water St.	X	0'-8"						9/4/2008	7
205	S of Windsor Dr/N of 4th	X	0'-4"						9/4/2008	7
208	E of Village Dr./NE of Heritage Rd.									8
211	E of Village Drive/Colonial Drive	X	0"						8/21/2008	8
214	E of Village Dr/N of Colonial Drive	X	0'-4"						11/12/2008	8
215	E of Village Dr/N of Colonial Drive									8
216A	W of Windsor Ct/S of Windsor Dr									7
216	W of Windsor Ct/S of Windsor Dr									7
218	N of 4th/E of Villa Drive									7
226	N of 4th/E of Villa Drive	X	0'-4"						9/4/2008	7
228	N of 4th/E of Villa Drive	X	0'-4"						10/9/2008	8
230	N of 4th/E of Victorian Dr									7
243A	N of 4th/E of Canterbury Rd	X	0"						8/21/2008	7
244	E of Canterbury/S of Countryside Dr									8
245	E of Canterbury/S of Countryside Dr	X	0'-4"						11/11/2008	8
249	S of Colonial Dr/N of Cambridge Ln	X	0"						8/21/2008	8
250	Village Dr. & Colonial Dr.									8
254	S of Colonial Dr/N of Cambridge Ln	X	0'-4"						9/2/2008	8
256	N of Village Dr/E of Home Court	X	0'-4"						9/2/2008	8
278	N of 14th/E of Rouse		0"	X					8/19/2008	8
279	N of 14th/E of Rouse	X	0'-4"						10/7/2008	8
280	N of 14th/E of Rouse		0"	X					8/19/2008	8
283	20th E of Highland		0"	X				X	9/10/2008	9
285	20th & Highland	X	0'-4"						10/7/2008	9
291A	N Rotary Dr between Rouse & RR		0"	X					8/20/2008	10
293	N. of 27th St. Ter./E. of Rouse	X	0'-4"						9/11/2008	10
297	W side of RR/S of Atkinson Rd	X	0'-4"						10/9/2008	10
301	Rotary Circle/ Rotary Terrace	X	0"						8/22/2008	10
304A	Rotary Dr./ W. of Rotary Terr.	X	0'-2"						9/11/2008	10
311	S of Atkinson Rd/E of Rouse		0"	X					8/20/2008	10
318	S of Atkinson Rd/E of Rouse	X	0"						8/22/2008	10
321	N of 31st/W of Scotty Dr	X	0"						9/24/2008	11
328	Stilwell/N of Turner Rd	X	0'-6"						10/7/2008	11
329	Stilwell/N of Turner Rd	X	0'-6"						10/7/2008	11
331	S of Turner Rd/E of Michigan	X	0'-3"						10/7/2008	11
333	Michigan & Turner Rd.	X	0'-4"						9/19/2008	11
337	Turner Rd/W of Michigan	X	0"						9/12/2008	11
338	E of Scotty Dr on 31st		0"	X					8/21/2008	11
339	W of Scotty Dr on 31st	X	0'-2"					X	9/10/2008	11
348A	N of Turner Rd/W of Connor		0"	X					8/21/2008	11
353	Michigan/N of 32nd		0"	X					8/21/2008	11
356	W of Radell/S of 32nd	X	0'-2"						10/7/2008	11
358	W of Radell/N of 31st	X	0'-2"						10/7/2008	11
359	Stilwell between 30th & 31st	X	0'-2"	X					10/9/2008	11
362	S of 31st between Radell & Michigan	X	0'-6"						10/7/2008	11
366	Michigan/S of 30th	X	0'-2"						9/19/2008	11
367	Michigan/S of 30th		0"	X					8/21/2008	11
371	W of Michigan/N of 29th	X	0'-2"						10/7/2008	11
373	E of Michigan/S of Lisa Rd.			X					8/21/2008	11
381	S of Centennial Dr/E of Springdale				X				10/10/2008	4
382	S of Centennial Dr/E of Springdale				X				10/10/2008	4
390	S of Centennial Dr/E of Springdale		0"	X					8/19/2008	4
391	S of Centennial Dr/E of Springdale		0"	X					8/19/2008	4
394	S of Centennial Dr/E of Springdale	X	1'-0"						10/14/2008	4
396	E. of Rouse & Monroe	X	0"						8/21/2008	6
398	E. of Rouse/ S. of Tangle Woods Dr.	X	0'-3"						10/6/2008	6
408A	NW of Bluebird Ln.	X	0"						8/21/2008	6
411	22nd St between Highland & Russell	X	0'-4"						10/7/2008	9
412	22nd E of Highland									9
413	22nd W of Highland	X	0"						8/22/2008	9
414	22nd & Fairview	X	0"						9/2/2008	9
416	22nd & R.R. Tracks									9
416A	N. of 22nd. R.R. Tracks	X	0'-4"						10/7/2008	9
425	20th & Russell	X	0"						8/22/2008	9
426	20th E of Russell									9
429	20th & Libby	X	0"						8/22/2008	9
435A	N of 16th/W of Highland	X	0'-2"						10/7/2008	8
437	N of 16th/ E of Rouse	X	0"						10/9/2008	8
443	N of Scotty Drive	X	0"						9/2/2008	11
	Taken out of Original Contract									
	TOTALS	59		26	5	1	1	3		

APPENDIX C  
BASIN 7B UNEVAULATED MANHOLES

Manhole No.	General Location	Type I Refining	Meas. Depth	Type I Adjustment	Adjust. Amt.	Replace Ring and Cover	Type II Adjustment	Replace Manhole	Replace Cleanout	Repair Drop	MH Pad	Date Inspected	Sheet Number	Comments
3	S of Centennial Dr/SE of Mill Rd/E of Rouse					X	X					1/8/2009	4	DOES NOT EXIST
14	N of Centennial Dr/S of E Cow Creek					X	X					12/31/2008	5	BURIED
17	N of Centennial Dr/N of E Cow Creek					X	X					1/6/2009	5	BURIED
18	N of Centennial Dr/N of E Cow Creek					X	X					1/5/2009	5	BURIED
19	N of Centennial Dr/N of E Cow Creek					X	X					1/6/2009	5	BURIED
20	N of Centennial Dr/N of E Cow Creek					X	X					1/6/2009	5	BURIED
22	E of E Cow Creek/NE of Ford & Rouse					X	X					1/22/2009	5	NOT FOUND
23	E of E Cow Creek/S of Quincy					X	X					1/14/2009	6	NOT FOUND
24	E of E Cow Creek/S of Quincy	9.1			4.0'	X	X					11/13/2008	6	NOT FOUND
36	2nd S/E of Water St	9.5				X	X					12/22/2008	7	BURIED
44	N of 4th/E of Water	9.8				X	X					11/12/2008	7	BURIED
48	S of 12th/NE of 9th & Water	Has not been found											8	NOT FOUND
49	S of 12th/NE of 10th & Water	8.7		X	24"								8	BURIED
53	E Side Lakewood Dr between 12th & 14th	1.4				X*						11/11/2008	8	CANT OPEN
58	N. of 16th/W. of Home	10.8										11/12/2008	8	BURIED/NOT FOUND
60	N of 16th/E of Highland			X	2"	X*						11/13/2008	9	CRACKED LID
74	N of Rotary Dr between Rouse & RR	8.9										9/18/2008	10	UNDER ASPHALT
78	S of Atkinson Rd/E of Rouse (City Raised)	City located and raised.										9/11/2008	10	BURIED
86	N of Quincy/E of Rouse	15.6	15.4	X	0"							11/13/2008	6	NOT FOUND
87	N of Quincy/E of Rouse			X	6"							12/23/2008	6	NOT FOUND
89	N of Quincy/E of Rouse	Under Shed - Can Not Access											6	NOT FOUND
91	N of Quincy/E of Rouse	Manhole is in good shape										11/13/2008	6	NOT FOUND
92	N of Quincy/E of Rouse			X	6"							12/23/2008	6	NOT FOUND
102	E of Rouse/SE of Jackson	15		X	24"							1/13/2009	6	NOT FOUND
103	N of Quincy/E of Rouse	8.2		X	20"							1/13/2009	6	NOT FOUND
137	S of Quincy on Franklin Rd	6.8		X	10"							1/13/2009	6	BURIED, NOT FOUND
146	Bliner Ter/S of Quincy	8.2		X	12"							1/13/2009	6	BURIED
154	N side E Cow Crk/S of Quincy/W of Free King Hwy					X	X					12/12/2008	6	NOT FOUND
155	N side E Cow Crk/S of Quincy/W of Free King Hwy					X	X					12/11/2008	6	NOT FOUND
158	W of E Cow Crk/S of Quincy/W of Free King Hwy					X	X					12/11/2008	6	NOT FOUND
165	S of Water T. Plant/E side of Free King Hwy.	14.3				X	X					9/9/2008	6	UNDER ASPHALT
166	S of Water T. Plant/E side of Free King Hwy.	6		X*	4"							9/9/2008	6	UNDER ASPHALT
167	E of Water T. Plant/E side of Free King Hwy.	11.3		X*	6"	X						9/9/2008	6	UNDER ASPHALT
178	S of 4th between Joy St & Free King Hwy	Does not exist		X	6"	X*						10/14/2008	7	CANT OPEN
180 A	N of Water T Plant/W of Free King Hwy	Has not been found											7	DOES NOT EXIST
216 B	S end Windsor Cr/N of 4th	X	8.6	X	2"	X*						11/13/2008	8	NOT FOUND
231	N of 4th/E of Victorian Dr	Underground utilities over top of manhole										11/13/2008	8	CANT OPEN
240	E of Village Dr betn Colonial Dr. & Countryside Dr	Has not been found										11/5/2008	8	BURIED
241	E of Village Dr betn Colonial Dr. & Countryside Dr	Under wooden fence. MH is in good shape.										11/13/2008	8	UNDER FENCE
247	S of Cambridge Ln/N of Countryside Dr	MH is good.		X	6"							11/13/2008	8	UNDER FENCE
251	S of Village Dr/N of Colonial Dr	Buried under utilities										11/12/2008	8	UNDER BRICK SIDEWALK
253	S of Village Dr/N of Colonial Dr	11										11/12/2008	8	UNDER COMPOST PILE BOX
259	W of Home Circle/S of 14th	8.3										11/12/2008	8	ABANDONED
267	S of 14th/W of Lakewood Dr	9.2		X*	2"							9/18/2008	10	NOT FOUND
303	Rolay Circle & Rotary Dr	8.2	8.2	X*	12"	X						9/10/2008	11	UNDER ASPHALT
340	W of Scotty Dr on 31st	8.2	8.2	X*								11/5/2008	11	UNDER ASPHALT
341	S of 31st/W of Taylor	Does not exist										9/10/2008	11	NOT FOUND
349	31st/W of Taylor											10/6/2008	11	UNDER ASPHALT
372 A	S of Turner Court/E of Stillwell			X*	12"	X						9/10/2008	11	DOES NOT EXIST
395	E of Rouse/SE of Monroe			X*								10/6/2008	6	CANT OPEN
400	NE of Washington & Rouse			X*								9/10/2008	6	UNDER ASPHALT
	X* = Part of Original Contract			18		22	13				7			

ADDITIONAL MANHOLE REPAIR SCHEDULE												
Manhole No.	General Location	Adjust Ring	Adjust. Amt.	Bolt Down Ring & Cover	Replace Ring and Cover	Replace Manhole	Replace Cleanout	Repair Drop	MH Pad	Type II Adjust.	Date Inspected	Sheet Number
4C	10										10/9/2008	-
2A	015B									X	12/12/2008	-
2A	016A				X						10/14/2008	-
7B	76					X					8/20/2008	10
7B	178				X						10/9/2008	7
7B	64				X						9/4/2008	9
7B	61					X					11/3/2008	9
7B	167					X					9/9/2008	7
7B	166										9/9/2008	6
7B	165					X					9/9/2008	6
7B	400					X					9/10/2008	6
7B	395					X					10/6/2008	6
7B	53										11/1/2008	8
7B	341				X	12"					11/11/2008	11
7B	60				X	2"					11/13/2008	9
7B	86				X	0"					11/13/2008	6
7B	231				X	2"					11/13/2008	8
7B	253				X	6"					11/12/2008	8
7B	24									X	12/2/2008	6
7B	38				X	5'-0"				X	12/22/2008	7
5A	29							X			11/6/2008	-
5A	30							X			11/6/2008	14
5A	80							X			11/6/2008	14
5B	46							X			11/7/2008	14
5B	47							X			11/7/2008	14
7B	158					X				X	12/11/2008	6
7B	17					X				X	1/6/2009	5
7B	18					X				X	1/5/2009	5
7B	20					X				X	1/6/2009	5
7B	14					X				X	12/31/2009	5
7B	3					X				X	1/8/2009	4
7B	23					X				X	1/14/2009	6
7B	154					X				X	12/12/2008	6
7B	155					X				X	12/11/2008	6
7B	106				X	8"					12/29/2008	6
7B	19					X				X	1/6/2009	5
7B	87				X	6"					12/23/2008	6
7B	92				X	6"					12/23/2008	6
7B	137				X	10"					1/13/2009	6
7B	103				X	20"					1/13/2009	6
7B	146				X	12"					1/13/2009	6
7B	102				X	24"					1/13/2009	6
7B	22									X	1/22/2009	6
7B	49				X	3'-0"					2/3/2009	8
7B	216B				X	16"					2/15/2009	7
7B	48				X	23"				X	2/19/2009	8
2A	9				X	2.0'				X	3/31/2009	-
2A	10A				X	2.0'				X	3/31/2009	-
1B	105									X	4/7/2009	-
2A	11A				X	2.0'				X	4/7/2009	-
2A	12A				X	2.0'				X	4/7/2009	-
2A	13A				X	2.0'				X	4/7/2009	-
7B	10									X	12/30/2008	4
7B	11									X	12/29/2008	4
7B	12									X	12/29/2008	4
7B	316				X	10"					9/11/2008	11
TOTALS					25					23		
										1		
										5		
										0		
										0		
										23		



Corgill Construction, Inc.  
P.O. Box 1235  
Greenwood, Arkansas 72936

**CONSENT OF SURETY**  
**TO REDUCTION IN OR**  
**RELEASE OF RETAINAGE**

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**PROJECT: KWPCRF Project No. C20 16560 01**  
**Sanitary Sewer Manhole Rehabilitation Year 5, Pittsburg, KS**

**TO: City of Pittsburg, KS**  
**201 W. 4<sup>th</sup>, Pittsburg, KS 66762**

**CONTRACT FOR: Manhole Rehab**  
**CONTRACT DATE: August 18, 2008**

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In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134, Surety on bond of Corgill Construction, Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

**Total Release of Retainage**

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

**City of Pittsburg, KS, OWNER, as set forth in the said Surety's bond.**

**IN WITNESS WHEREOF, Granite Re, Inc.** the  
Surety has hereunto set its hand this 9th day of June, 2009.

ATTEST: Angela Keener

(SEAL)

Granite Re, Inc.  
Surety  
Becky Diston  
Signature of Authorized Representative

Attorney-in-Fact  
Title



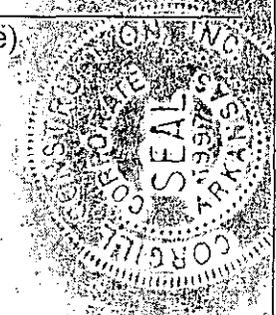


Corgill Construction, Inc.  
P.O. Box 1235  
Greenwood, Arkansas 72936

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: KWPCRF Project No. C20 16560 01  
Sanitary Sewer Manhole Rehabilitation Year 5  
Pittsburg, KS

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

<p>State of Arkansas, <u>Sebastian</u> County</p> <p>On this <u>9<sup>th</sup></u> day of <u>June</u>, 200<u>9</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Glenda S Corgill</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Glenda S Corgill</u> Notary Public</p> <p>My Commission Expires: <u>1-1-13</u></p>	<p>Contractor: <u>Corgill Construction, Inc.</u></p> <p>By: <u>Glenda S Corgill</u></p> <p>Title: <u>President</u></p> <p>Seal: _____ (If Corporate)</p> 
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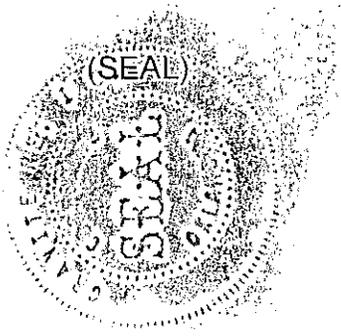
The Granite Re, Inc. Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 9th day of June, 2009

Granite Re, Inc.

Becky S. Lipton  
Signature of Authorized Representative

ATTORNEY-IN-FACT  
RESIDENT AGENT.



cc: Engineering Division

GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SAM B. HILLER, LARRY CLARK, TOM L. GOOLEY, SCOTT R. CLARK, MARTY C. CLARK, JANICE A. BUTLER, BECKY S. TIPTON, SHANNON C. SCHMIDL, its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all facts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

SAM B. HILLER, LARRY CLARK, TOM L. GOOLEY, SCOTT R. CLARK, MARTY C. CLARK, JANICE A. BUTLER, BECKY S. TIPTON, SHANNON C. SCHMIDL may lawfully do in the premises by virtue of these presents

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 13<sup>th</sup> day of April, 2007.

STATE OF OKLAHOMA )  
  ) SS:  
COUNTY OF OKLAHOMA )



*Kenneth D. Whittington*  
Kenneth D. Whittington, President

*Rodman A. Frates*  
Rodman A. Frates, Secretary/Treasurer

On this 13<sup>th</sup> day of April, 2007, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Rodman A. Frates, were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires  
May 9, 2012  
Commission #: 00005708



*Brenda L. Lisle*  
Brenda L. Lisle, Notary Public

GRANITE RE, INC.  
Certificate  
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987 minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect:

"RESOLVED" that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or, a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation, this 9<sup>th</sup> day of June, 2009.



*Rodman A. Frates*  
Rodman A. Frates, Secretary/Treasurer

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Pittsburg

KS

66762

Street Address

City

State

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number 0000009345, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Corgill Construction, Inc.

Contractor / Subcontractor

P.O. Box 1235

P.O. Box and/or Street Number and Name

Greenwood, Arkansas 72936

City, State Zip

Olenda S. Corgill President

Signature and Title of Authorized Representative

6/17/09

Date

### INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.



## Interoffice Memorandum

**TO:** CITY COMMISSION

**FROM:** JOHN D. VANGORDEN  
Interim City Manager

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Change Order No. 28  
Pittsburg Police/Courts Facility

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Attached is Change Order No. 28 for the above-referenced project reflecting an increase of \$23,798 making a new contract construction amount of \$6,789,711.56. Also, attached is a copy of a memorandum provided by Rick Kuhl of Williams Spurgeon Kuhl & Freshnock Architects explaining the proposed changes.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action necessary will be approval or disapproval of this change order.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Change Order No. 28  
Memo from WSKF

cc: Jon B. Garrison, Director of Finance & Administration  
Tammy Nagel, City Clerk  
Project File  
Memo File

Architecture · Interior Design · Illustration · Planning

Attn.: Mr. John VanGorden  
To: City of Pittsburg  
201 W. 4th St.  
Pittsburg, KS 66762  
From: Rick Kuhl

Date: June 17, 2009  
Project: Pittsburg Police/Courts  
Pittsburg, Kansas  
Project No.: 06074  
Subject: Change Order 028

John,

The following is an overview of the proposed Change Order 28 for Pittsburg Police/Courts:

**Door & Frame Additions**

**Additional work – \$21,160.00**

This change order provides additional work associated with Proposal Request No. 28. PR #28 provides for a new door and frame at the Children's Play Room and a new door and frame at Corridor 1027. The door to the Children's Play Room is being required by the State of Kansas and the door in the corridor is required to maintain security once the Play Room door is installed. This work generally includes: doors, frames, finish hardware, masonry removal and repair, security system additions, floor finishes and related work. We recommend acceptance of this proposal to meet the stipulations.

**CCC OH/P – \$2,638.00**

Crossland OH/P for this item. We recommend acceptance of this item.

**Summary**

COR #056/PR #028	\$21,160.00 (doors, frames, etc.)
CCC OH/P	\$ 2,638.00 (Crossland OH/P)
<b>Total Credit</b>	<b>\$23,798.00</b>

Please let me know if you need additional information or comment.

Signed: 

Williams Spurgeon Kuhl & Freshnock Architects, Inc.

Copy to: File



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Pittsburg Police/Courts Facility Pittsburg, Kansas	<b>CHANGE ORDER NUMBER:</b> 028 <b>DATE:</b> June 17, 2009	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Crossland Construction Company, Inc. 833 S. East Ave. P.O. Box 45 Columbus, KS 66725	<b>ARCHITECT'S PROJECT NUMBER:</b> 06074 <b>CONTRACT DATE:</b> October 12, 2007 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- The scope of change generally includes adding room, new doors, frames and associated work to Room 1028 - Children's Play Room and Room 1027 - Corridor, per Proposal Request No. 28 and associated Sketches 026 through 032 by Wilson Estes Police Architects, dated May 5, 2009 (attached):
 

Add:	\$23,798.00
------	-------------
- Total Change Order No. 28: Add: \$23,798.00

The original Contract Sum was	\$ 6,650,000.00
The net change by previously authorized Change Orders	\$ 115,913.56
The Contract Sum prior to this Change Order was	\$ 6,765,913.56
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,798.00
The new Contract Sum including this Change Order will be	<u>\$ 6,789,711.56</u>

The Contract Time will be unchanged by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is January 23, 2009

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Williams Spurgeon Kuhl & Freshnock Architects, Inc.	Crossland Construction Company, Inc.	City of Pittsburg, Kansas
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
110 Armour Road, North Kansas City, Missouri 64116	833 S. East Ave., P.O. Box 45, Columbus, KS 66725	201 W. Fourth Street, Pittsburg, Kansas 66762
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
RICK KUHL	BOB SCHULTZ	
(Typed name)	(Typed name)	(Typed name)
6-17-09	07-06-09	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

# CROSSLAND

CONSTRUCTION COMPANY, INC.

## Transmittal Cover Sheet

Detailed, Grouped by Each Transmittal Number

Pittsburg Public Safety Facilities - Police Station Project # 07KS12MI Crossland Construction Company  
201 N. Pine Street Tel: 620.230.0483 Fax: 620.230.0471  
Pittsburg, KS 66762

Date: 6/3/2009 Reference Number: 0408

Transmitted To: Transmitted By:

Rick Kuhl  
Williams Spurgeon Kuhl & Freshnock  
110 Armour Road  
North Kansas City, MO 64118  
Tel: 816-300-4101  
Fax: 816-300-4102

Todd Ketterman  
Crossland Construction Company  
833 SE Ave  
PO Box 45  
Columbus, KS 66725  
Tel: 620-429-1414  
Fax: 620-429-3405

Acknowledgement Required

Package Transmitted For: Delivered Via: Packing Number:  
Best Method

Item #	Qty	Item	Reference	Description	Notes	Status
001	1	Change Order Request	056 - PR #28	PR #28		Pending

CC: Company Name: Contact Name: Copies: Notes:

Remarks:

  
Signature

Signed Date

# CROSSLAND

**CONSTRUCTION COMPANY, INC.**

## Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

**Pittsburg Public Safety Facilities - Police Station** Project # 07KS12MI Crossland Construction Company  
 201 N. Pine Street Tel: 620.230.0483 Fax: 620.230.0471  
 Pittsburg, KS 66762

**Change Order Request: 056** **Date: 6/3/2009**

<b>To:</b> Rick Kuhl Williams Spurgeon Kuhl & Freshnock 110 Armour Road North Kansas City, MO 64116	<b>From:</b> Bob Schultze Crossland Construction Company 201 N. Pine Street Pittsburg, KS 66762
--	--

Description	Category	Status
PR #28	Pending	Pending

Reference	Required By	Days Req	Amt
	6/10/2009	0	23,798

**Notes**

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
057	6/3/2009		23,798	0	Design Change/Improvement	Architect Request

PR #28

Item No	Item Description	Amt Prop	Reference
001	Crossland (GC's, Demo, Carpentry, Concrete, Cleanup)	6,060	
002	Masonry	1,000	
003	Hollow Metal/Wood Doors and Hardware	4,000	
004	Glazing	150	
005	Resilient Floor, Base, and Ceramic Tile	250	
006	Paint and Wallcovering	1,850	
007	Electrical	7,850	
Level 001	5.00% Overhead Markup	1,058	
Level 002	5.00% Profit Markup	1,111	
Level 003	1.00% Insurance Markup	233	
Level 004	1.00% Bond Markup	236	

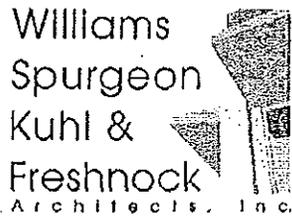
**Approved By:**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_ Date \_\_\_\_\_

*Prolog Manager*

Printed on: 6/3/2009 CM

Page 1



110 Armour Road  
North Kansas City, Missouri 64116  
Tel. 816.300.4101  
Fax. 816.300.4102  
www.wskfarch.com

## PROPOSAL REQUEST

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Architecture · Interior Design · Illustration · Planning

---

Proposal Request No.: Twenty Eight (028)  
Date: May 12, 2009  
Project: Pittsburg Police/Courts Facility  
Pittsburg, Kansas  
Owner: City of Pittsburg, Kansas  
To: Mr. Todd Ketterman  
Crossland Construction  
833 S. East Avenue  
Columbus, KS 66725  
Project No.: 06074  
Contract For: General Construction  
Contract Dated: October 12, 2007

---

Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time, if any, for the proposed modifications to the Contract Documents described herein.

---

**THIS IS NOT A CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.**

---

### Description:

Provide pricing for material and labor for the following changes:

1) Opening 1028A – Existing Opening

a. Add the following hardware:

- |                                |             |            |
|--------------------------------|-------------|------------|
| i. (2) Access Control          | 6100-K-00-0 | HID        |
| ii. (1) Electric Strike        | 6211-DS-LC  | Von Duprin |
| iii. (1) Institutional Lockset | L9082-03A   | Schlage    |

- b. Modify frame to accept Electric Strike.
- c. Patch, repair and finish frame to match.
- d. Provide surface mounted wiremold style conduit and backboxes for wiring of electric strike, and access control. Paint conduit to match existing wall color.
- e. Hardware to match existing building door hardware.
- f. Hardware to be keyed to building master system.
- g. Connect access control into the nearest security panel.

2) Opening 1028B – New Opening

- a. Size: 3'-0" x 7'-0"
- b. Door Type: DI-1A (3/4 hr. fire rating)
- c. Frame Type: FI-2, H.M. (3/4 hr. fire rating)
- d. Hardware :
  - i. 3) Butt Hinge BB1279 4.5x4.5 Hagar
  - ii. (1) Passage Lockset ND10S-TLR Schlage
  - iii. (1) Wall Stop WS406CVX Ives
  - iv. Silencers (As Required) Ives
  - v. (1) Closer 1461-REG-TORX LCN
  - vi. Smoke / Sound Gasket 9450C (36" x 2(84")) National Guard Products
  - vii. (1) Auto Door Bottom 220-SA-TRX National Guard Products
- e. Door and Frame finish to match existing finish.
- f. Hardware to match existing building door hardware.
- g. Refer to SKF-031, SKF-032 for details at jamb and head.

3) Opening 1027A – New Opening

- a. Size: 3'-0" x 7'-0"
- b. Door Type: DI-8
- c. Frame Type: FI-4B
- d. Hardware: #13
- e. Door and Frame to match existing finish.
- f. Hardware to match existing building door hardware.
- g. Hardware to be keyed to building master system.
- h. Connect access control into the nearest security panel.
- i. This opening to release with the fire alarm.

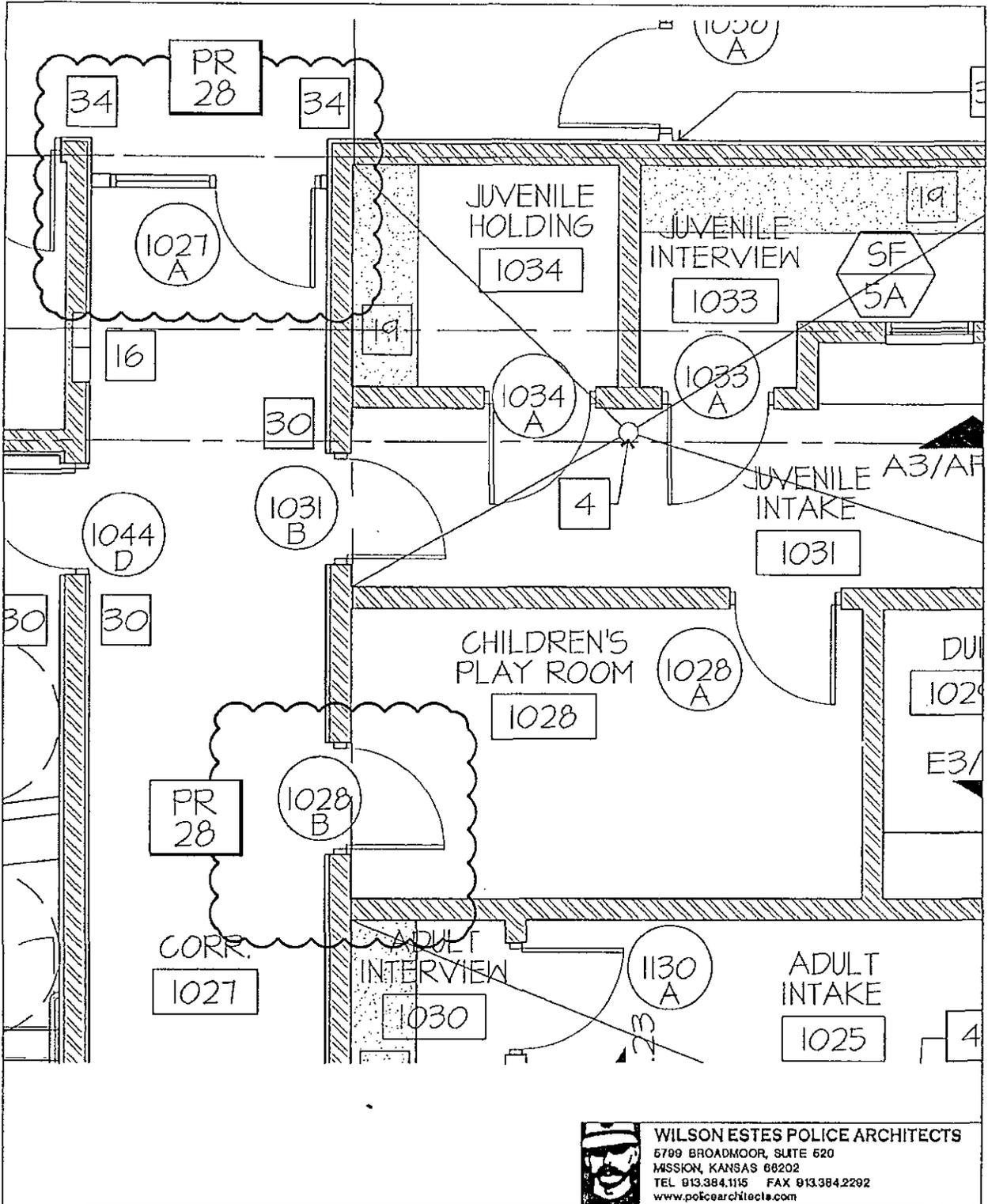
- 4) Refer to SKF-026, SKF-027, SKF-028, and SKF-029 for location of the New Opening 1027A and New Opening 1028B.

- 5) At Opening 1028B cut existing block wall to allow for proper installation of 8" bullnose C.M.U. Refer to SKF-031 and SKF-032.
- 6) Children's Play Room #1028; Remove the electrical wiring and receptacle on the south wall. Revise conduit and wiring above ceiling so that all devices on this circuit remain powered. Provide new data wiring and face plate in existing conduit and backbox on this wall. Route new data wiring to File Servers #2017 through existing cable tray.

Attachments: SKF-026, SKF-027, SKF-028, SKF-029, SKF-030, SKF-031, SKF-032

Signed: Rick Kuhl

Williams Spurgeon Kuhl & Freshnock Architects, Inc.



**WILSON ESTES POLICE ARCHITECTS**  
 5789 BROADMOOR, SUITE 520  
 MISSION, KANSAS 66202  
 TEL 913.384.1115 FAX 913.384.2292  
[www.policearchitects.com](http://www.policearchitects.com)

**Williams  
 Spurgeon  
 Kuhl &  
 Freshnock  
 Architects, Inc.**



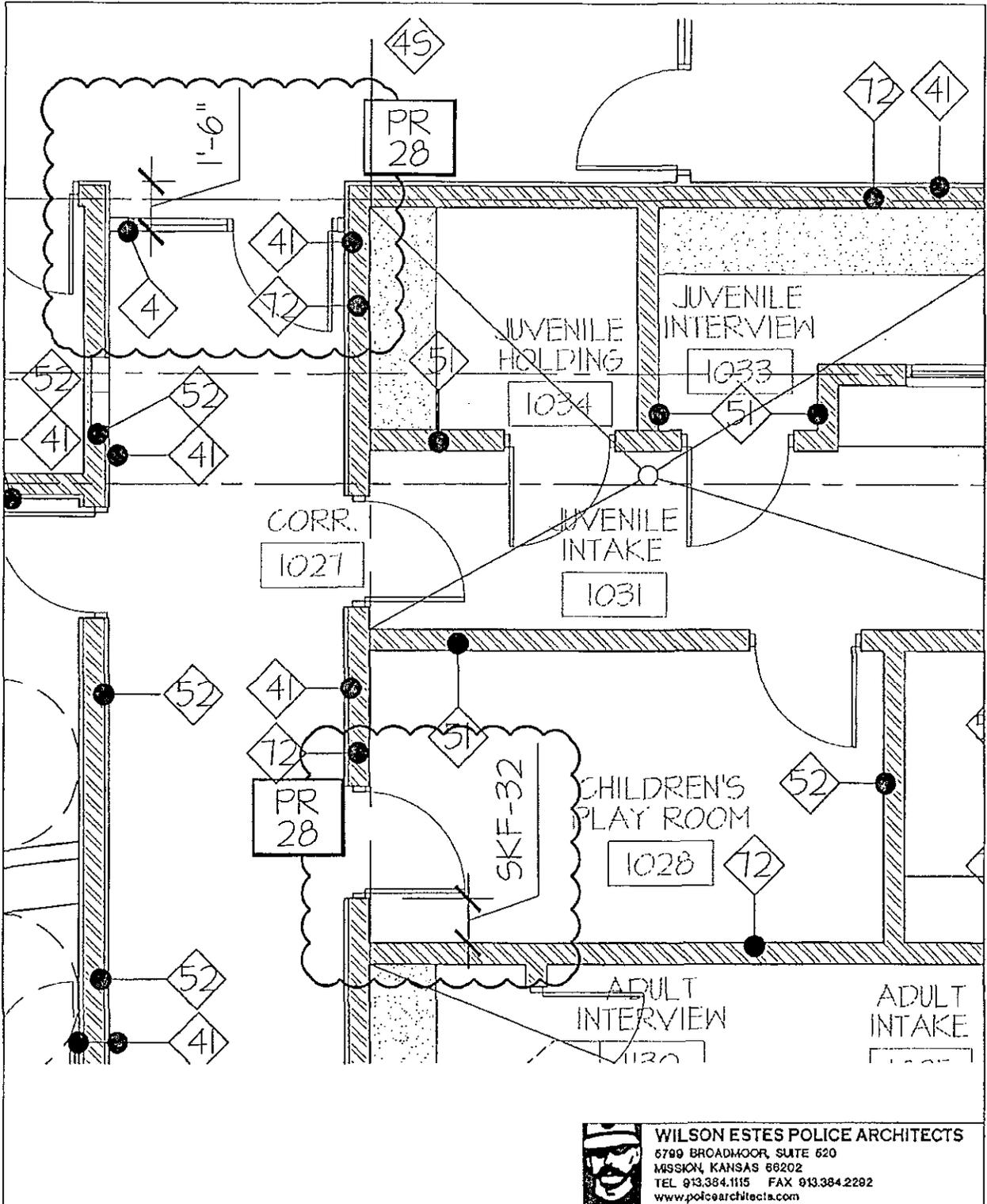
**PITTSBURG PUBLIC SAFETY  
 POLICE & COURT FACILITY**

201 PINE STREET  
 PITTSBURG, KANSAS 66702

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 Tel. 816.300.4101 • Fax 816.300.4102

**REVISED  
 INTERIOR FIRST  
 FLOOR PLAN**  
 RE: A12.AF2.01 REV. NO PR 28

**JOB NO:  
 06074  
 DATE:  
 5/5/09  
 SKF-026**



**WILSON ESTES POLICE ARCHITECTS**  
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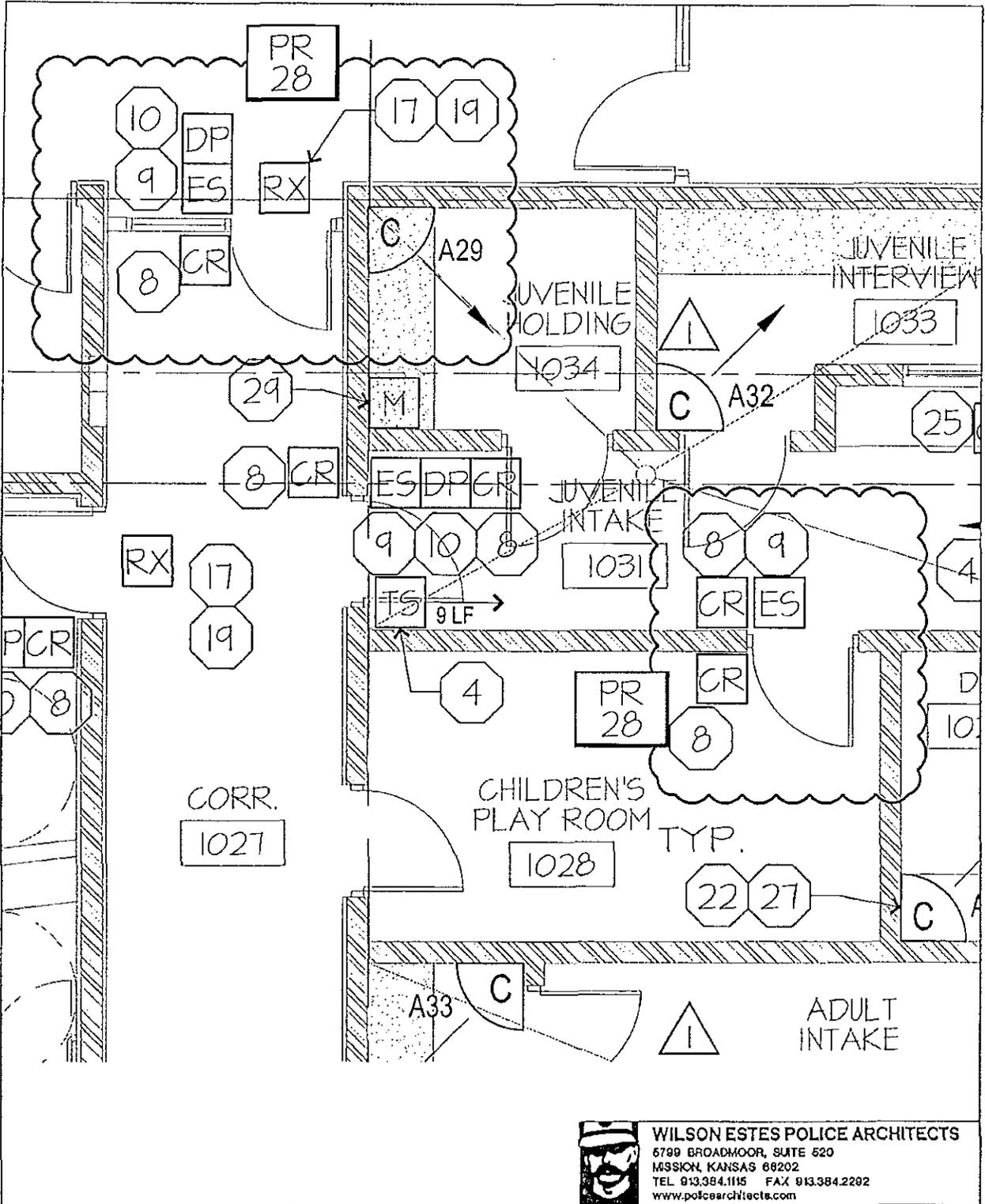
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**REVISED FIRST FLOOR  
 DIMENSION & PARTITION  
 TYPE PLAN**  
 RE: A12.AF2.02 REV. NO: PR 28

**JOB NO:  
 06074  
 DATE:  
 5/5/09  
 SKF-027**



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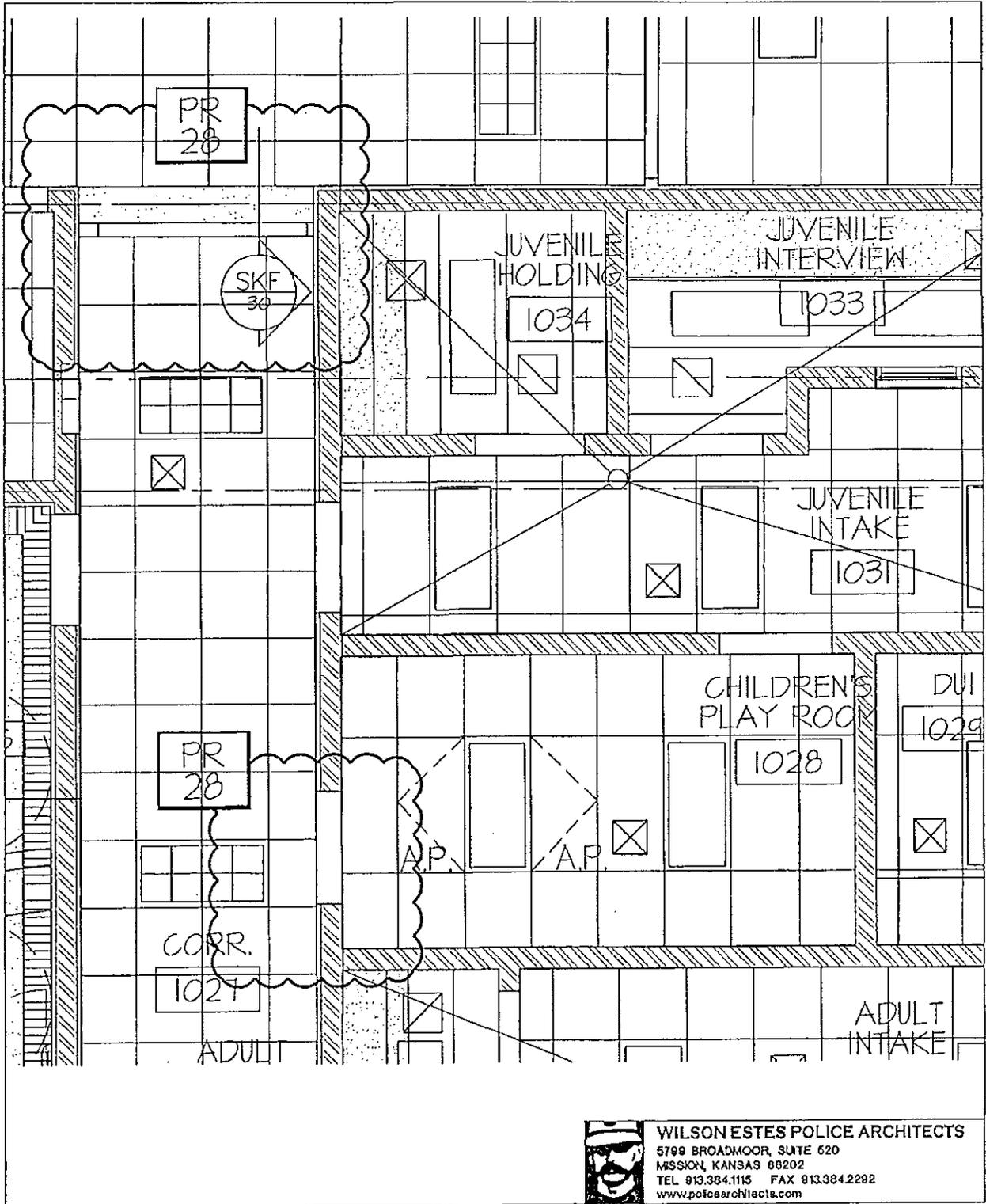
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**REVISED  
 FIRST FLOOR  
 SECURITY PLAN**  
 RE: A12.AF2.03 REV. NO PR 28

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JOB NO:  
 06074  
 DATE:  
 5/5/09

**SKF-028**



**WILSON ESTES POLICE ARCHITECTS**  
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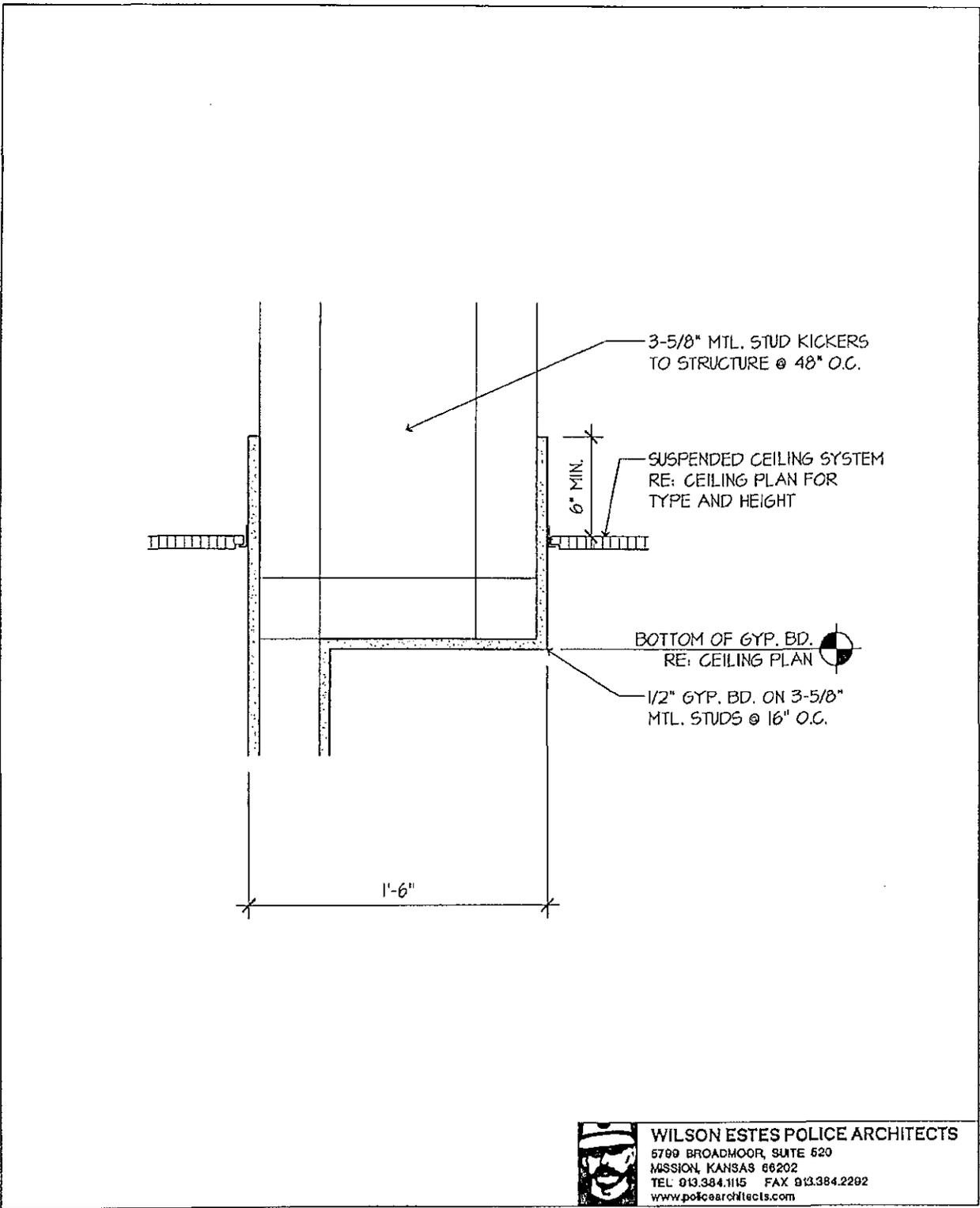
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 PITTSBURG, KANSAS 68782

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**REVISED  
 FIRST FLOOR  
 CEILING PLAN**  
 RE: A12.AF3.01 REV. NO PR 28

JOB NO:  
 06014  
 DATE:  
 5/5/09  
**SKF-029**



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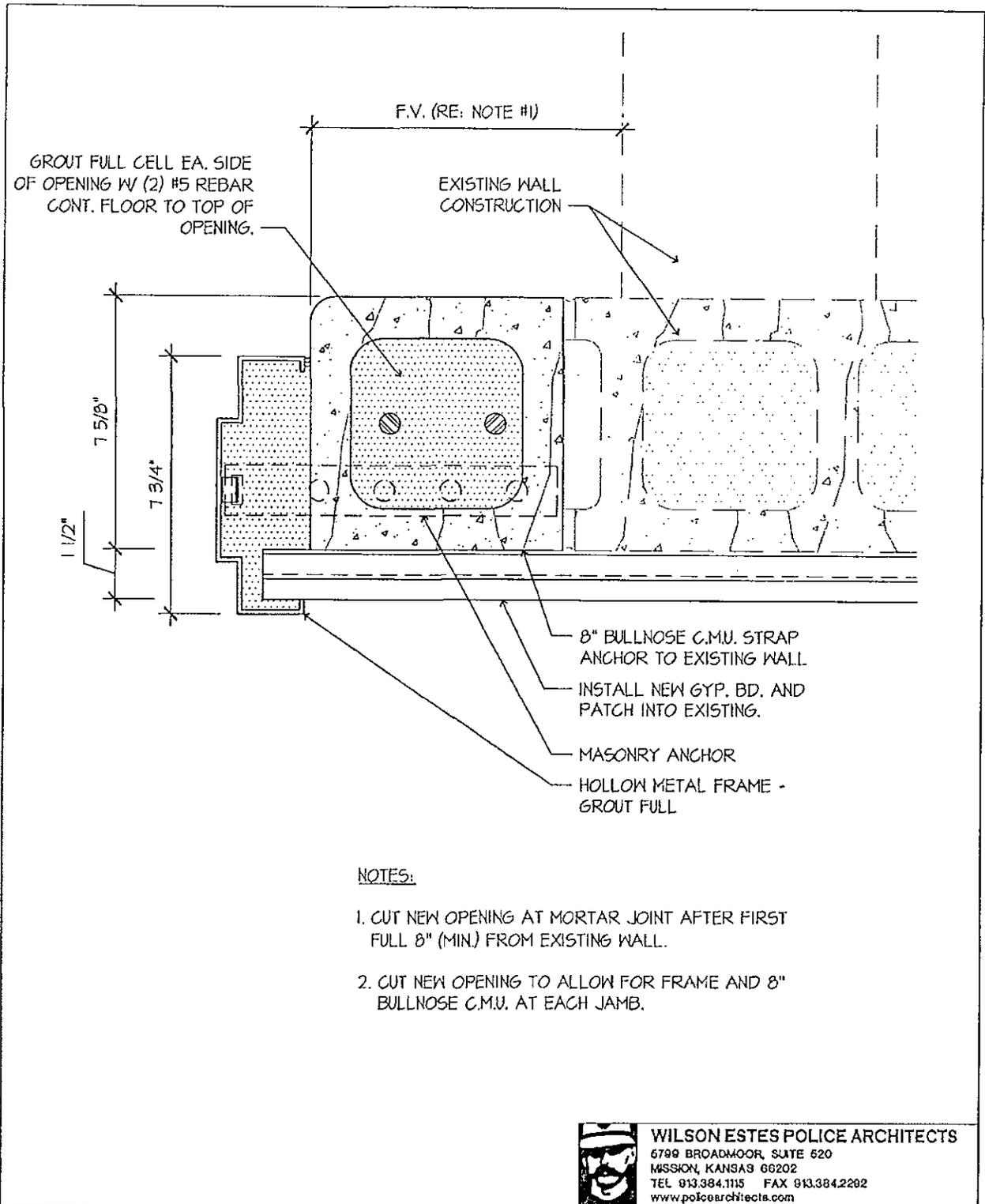
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 PITTSBURG, KANSAS 66762

110 Armour Road • North Kansas City, Missouri 64116  
 Tel. 816.300.4101 • Fax 816.300.4102

**CEILING DETAIL**  
 RE: NEW DETAIL REV. NO. PR 20

JOB NO:  
 06074  
 DATE:  
 5/5/04  
**SKF-030**



**WILSON ESTES POLICE ARCHITECTS**  
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 MISSION, KANSAS 66202  
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 Freshnock  
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**PITTSBURG PUBLIC SAFETY  
 POLICE & COURT FACILITY**

201 PINE STREET  
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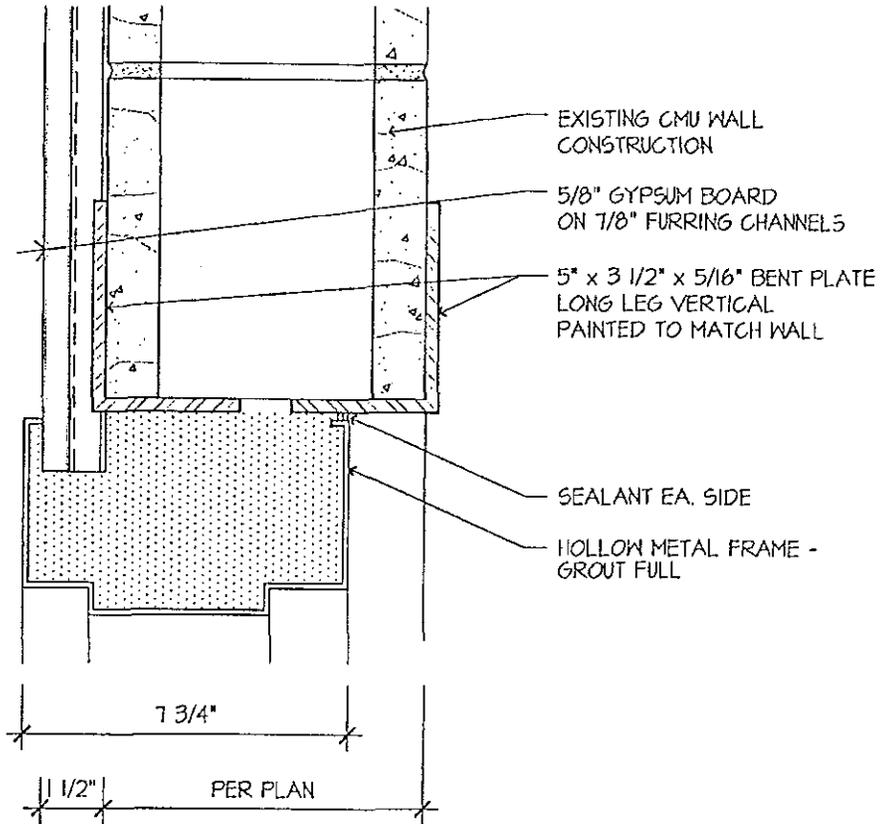
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**JAMB DETAIL**

RE: NEW DETAIL REV. NO: PR 20

JOB NO:  
 06074  
 DATE:  
 5/5/09  
**SKF-031**

20  
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**NOTES:**

1. BENT PLATE TO BE INSTALLED PRIOR TO CUTTING OUT ROUGH OPENING.
2. BENT PLATE TO HAVE 8" BEARING BEYOND ROUGH MASONRY OPENING EACH SIDE.



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110 Armour Road • North Kansas City, Missouri 64118  
 Tel. 816.300.4101 • Fax 816.300.4102

**HEAD DETAIL**

RE: NEW DETAIL REV. NO: PR 28

JOB NO:  
 06074  
 DATE:  
 5/5/09

**SKF-032**

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## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** JOHN H. BAILEY, P.E., PhD/JAMES TUSH  
Directors of Public Utilities

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Amendment No. 1 to Loan Agreement for Low Interest Loan  
Water Treatment Plant Improvements  
KPWSLF Project No. 2489

---

The Kansas Department of Health and Environment has provided the City with Amendment No. 1 to the Loan Agreement for the above-referenced project. The Amendment incorporates the required American Recovery Reinvestment Act conditions into the loan agreement, and changes the repayment schedule to provide for principal forgiveness. Since the Amendment does not change the loan amount, a new ordinance, meeting minutes, and attorney opinion letter will not be necessary.

According to the provisions of the original loan agreement, the maximum amount of loan available for these improvements is \$8,737,424 with an associated interest rate at a fixed rate of 3.72% per annum for 20 years with the first repayment of \$311,613.03 due on August 1, 2010. According to Amendment No. 1 to the Loan Agreement, factoring in the principal forgiveness, the payment has been reduced to \$249,290.42 and will be due February 1, 2011.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action being requested is approval of Amendment No. 1 to the Loan Agreement and, if approved, direct the Mayor to sign the amendment on behalf of the City.

Attachment: Amendment No. 1

cc: Tammy Nagel, City Clerk  
Project File  
Memo File



Mark Parkinson, Governor  
Roderick L. Bremby, Secretary

DEPARTMENT OF HEALTH  
AND ENVIRONMENT

[www.kdheks.gov](http://www.kdheks.gov)

Division of Environment

June 25, 2009

The Honorable Rudy Draper, Mayor  
City of Pittsburg  
201 W 4th St - PO Box 688  
Pittsburg, KS 66762-0688

Re: KS Public Water Supply Loan Fund  
Project No. 2489

Dear Mayor Draper:

Two copies of Amendment No. 1 to the Loan Agreement, and two signature pages for the referenced project are enclosed for your review. The Amendment incorporates the required American Recovery and Reinvestment Act conditions into the loan agreement, and changes the repayment schedule to provide for principle forgiveness. If acceptable, please sign both copies, keep one copy for the city's records and return the other copy with the two extra signature pages to KDHE. Since the Amendment does not change the loan amount, a new ordinance, meeting minutes, and attorney opinion letter will not be necessary.

Please note that the loan agreement has prevailing wage requirements. KDHE intends to implement those requirements in a manner similar to the Kansas Department of Commerce Community Development Block Grant Program requirements. The municipality is encouraged to hire a qualified consultant to provide the required oversight for implementing the Davis Bacon prevailing wage rate program, such as a KDOC grant administrator. The cost of the contract for these administrative services is an allowable cost to be reimbursed from the loan.

Please call me at (785) 296-5503, if you have any questions.

Sincerely yours,

David F. Waldo, PE, Chief  
Public Water Supply Section  
Bureau of Water

DFW:lw

Enclosures

pc: Southeast District  
Dan Clair/William Carr/Brenda Diegel/SRF File

BUREAU OF WATER  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 420, TOPEKA, KS 66612-1367  
Voice 785-296-5514 Fax 785-296-5509

---

FIRST AMENDMENT TO THE  
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

PITTSBURG, KANSAS  
KPWSLF PROJECT NO. 2489

ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF AUGUST 13, 2008

AMENDMENT NO. 1  
EFFECTIVE AS OF JUNE 22, 2009

---

First Amendment to  
the Loan Agreement between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and Pittsburg, Kansas  
Effective as of June 22, 2009

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of August 13, 2008, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KPWSLF Project No. 2489; and

WHEREAS, the American Recovery and Reinvestment Act of 2009, was enacted on February 17, 2009 which provided funds to certain eligible projects; and

WHEREAS, the Municipality desires to take advantage of the favorable financing terms of the funds the American Recovery and Reinvestment Act of 2009 has provided to KDHE; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this First Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit I).

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of June 22, 2009;

SECTION 1. Article I, Definitions, Section 1.01, Exhibit B, and Exhibit C, of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS are/is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Pittsburg have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of June 22, 2009.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT,  
acting on behalf of THE STATE OF KANSAS

By: Leo G. Hemming for  
John W. Mitchell  
Director, Division of Environment

Date:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Mayor  
City of Pittsburg

(Seal)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

First Amendment  
Effective as of June 22, 2009

ARTICLE I

DEFINITIONS

Section 1.01.

The following definition shall be inserted between the definition of “Additional Revenue Obligations” and “Authority”:

“ARRA” means the American Recovery and Reinvestment Act as signed into law on February, 17, 2009.

EXHIBIT B

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

The following paragraphs shall be added at the bottom of page B-1:

***Principal Forgiveness***

The principal forgiveness amount is calculated at 20% of the original loan amount, but is subject to change due to:

- (a) Failure of the Municipality to submit final design to KDHE for review prior to July 30, 2009, which may remove all ARRA funds and principal forgiveness from the loan;
- (b) Failure of the Municipality to execute construction contracts for the entire project prior to November 1, 2009, which may remove all ARRA funds and principal forgiveness from the loan;
- (c) Amendment of the loan amount to a lesser amount may reduce the principal forgiveness to 20% of the reduced amount; or
- (d) Amendment of the loan amount to a greater amount may not increase the principal forgiveness amount of the loan from the original calculation,
- (e) Actions deemed necessary by KDHE to increase or decrease the principal forgiveness amount as needed in order to comply with requirements of the American Recovery and Reinvestment Act.

First Amendment  
Effective as of June 22, 2009

4

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Estimated Draws - Actual Interest Rate  
 Amortization of Loan Costs - AMENDED

Prepared for:  
 City of Pittsburg, Project No. 2489

Project Principal (Bonds): 4,927,955.40  
 ARRA Project Principal (7716): 3,760,948.01  
 Interest During Const.: 24,362.58  
 Service Fee During Const.: 2,314.45  
 Loan Origination Fee: 21,843.56  
 Loan Reserve Account: 0.00  
 Financial Integrity Assurance Contract: 0.00  
 Gross Loan Costs: 8,737,424.00  
 ARRA Project Principal Forgiven: 1,747,484.80  
 Amortization Amount: 6,989,939.20

6/19/2009      Gross Rate: 3.72%      1st Payment Date: 2/1/2011  
                   Service Fee Rate: 0.35%      Number of Payments: 40  
                   Loan Interest Rate: 3.37%

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2011	6,989,939.20	117,780.48	119,277.55	12,232.39	249,290.42	6,870,661.65
2	8/1/2011	6,870,661.65	115,770.65	121,496.11	12,023.66	249,290.42	6,749,165.54
3	2/1/2012	6,749,165.54	113,723.44	123,755.94	11,811.04	249,290.42	6,625,409.60
4	8/1/2012	6,625,409.60	111,638.15	126,057.80	11,594.47	249,290.42	6,499,351.80
5	2/1/2013	6,499,351.80	109,514.08	128,402.47	11,373.87	249,290.42	6,370,949.33
6	8/1/2013	6,370,949.33	107,350.50	130,790.76	11,149.16	249,290.42	6,240,158.57
7	2/1/2014	6,240,158.57	105,146.67	133,223.47	10,920.28	249,290.42	6,106,935.10
8	8/1/2014	6,106,935.10	102,901.86	135,701.42	10,687.14	249,290.42	5,971,233.68
9	2/1/2015	5,971,233.68	100,615.29	138,225.47	10,449.66	249,290.42	5,833,008.21
10	8/1/2015	5,833,008.21	98,286.19	140,796.47	10,207.76	249,290.42	5,692,211.74
11	2/1/2016	5,692,211.74	95,913.77	143,415.28	9,961.37	249,290.42	5,548,796.46
12	8/1/2016	5,548,796.46	93,497.22	146,082.81	9,710.39	249,290.42	5,402,713.65
13	2/1/2017	5,402,713.65	91,035.73	148,799.94	9,454.75	249,290.42	5,253,913.71
14	8/1/2017	5,253,913.71	88,528.45	151,567.62	9,194.35	249,290.42	5,102,346.09
15	2/1/2018	5,102,346.09	85,974.53	154,386.78	8,929.11	249,290.42	4,947,959.31
16	8/1/2018	4,947,959.31	83,373.11	157,258.38	8,658.93	249,290.42	4,790,700.93
17	2/1/2019	4,790,700.93	80,723.31	160,183.38	8,383.73	249,290.42	4,630,517.55
18	8/1/2019	4,630,517.55	78,024.22	163,162.79	8,103.41	249,290.42	4,467,354.76
19	2/1/2020	4,467,354.76	75,274.93	166,197.62	7,817.87	249,290.42	4,301,157.14
20	8/1/2020	4,301,157.14	72,474.50	169,288.90	7,527.02	249,290.42	4,131,868.24
21	2/1/2021	4,131,868.24	69,621.98	172,437.67	7,230.77	249,290.42	3,959,430.57
22	8/1/2021	3,959,430.57	66,716.41	175,645.01	6,929.00	249,290.42	3,783,785.56
23	2/1/2022	3,783,785.56	63,756.79	178,912.01	6,621.62	249,290.42	3,604,873.55
24	8/1/2022	3,604,873.55	60,742.12	182,239.77	6,308.53	249,290.42	3,422,633.78
25	2/1/2023	3,422,633.78	57,671.38	185,629.43	5,989.61	249,290.42	3,237,004.35
26	8/1/2023	3,237,004.35	54,543.52	189,082.14	5,664.76	249,290.42	3,047,922.21
27	2/1/2024	3,047,922.21	51,357.49	192,599.07	5,333.86	249,290.42	2,855,323.14
28	8/1/2024	2,855,323.14	48,112.19	196,181.41	4,996.82	249,290.42	2,659,141.73
29	2/1/2025	2,659,141.73	44,806.54	199,830.38	4,653.50	249,290.42	2,459,311.35
30	8/1/2025	2,459,311.35	41,439.40	203,547.23	4,303.79	249,290.42	2,255,764.12
31	2/1/2026	2,255,764.12	38,009.63	207,333.20	3,947.59	249,290.42	2,048,430.92
32	8/1/2026	2,048,430.92	34,516.06	211,189.61	3,584.75	249,290.42	1,837,241.31
33	2/1/2027	1,837,241.31	30,957.52	215,117.73	3,215.17	249,290.42	1,622,123.58
34	8/1/2027	1,622,123.58	27,332.78	219,118.92	2,838.72	249,290.42	1,403,004.66
35	2/1/2028	1,403,004.66	23,640.63	223,194.53	2,455.26	249,290.42	1,179,810.13
36	8/1/2028	1,179,810.13	19,879.80	227,345.95	2,064.67	249,290.42	952,464.18
37	2/1/2029	952,464.18	16,049.02	231,574.59	1,666.81	249,290.42	720,889.59
38	8/1/2029	720,889.59	12,146.99	235,881.87	1,261.56	249,290.42	485,007.72
39	2/1/2030	485,007.72	8,172.38	240,269.28	848.76	249,290.42	244,738.44
40	8/1/2030	244,738.44	4,123.84	244,738.44	428.14	249,290.42	0.00
		Totals	2,701,143.55	6,989,939.20	280,534.05	9,971,616.80	

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

The following paragraphs shall be added at the bottom of page C-3:

17. The Municipality will obtain a signed Certificate of Nonsegregated Facilities from the prime contractor prior to the award of a construction contract if the contract exceeds \$10,000 and is not exempt from the provisions of the equal opportunity clause. The Municipality will assure that the prime contractor obtains a signed copy of Certificate of Nonsegregated Facilities from each subcontractor prior to the award of any subcontract exceeding \$10,000, which is not exempt from the provisions of the equal opportunity clause. The certificate signed by the prime contractor is to be kept on file with the Municipality; and certificates signed by subcontractors are to be kept on file with the prime contractor.

18. The Municipality agrees that all bid solicitations will include the following statement:

“Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at [www.epls.gov](http://www.epls.gov) are not eligible for award of any contracts funded by the Kansas Public Water Supply Loan Fund.”

The Municipality acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" is not allowed. Failure of the Municipality to disclose information as required by 2 CFR 180.335 may result in the delay or negations of this loan agreement, or pursuance of legal remedies, including suspension and debarment.

19. Municipalities that receive over \$100,000 in KPWSLF funds shall comply with the Anti-Lobbying Act, Title 40 CFR Part 34, and file an Anti-Lobbying Certification form and the Disclosure of Lobbying Activities form to KDHE when required. Furthermore the Municipality shall require that the language of this certification be included in the award of any contracts funded by this loan.

20. All Contracts over \$10,000 that are funded by this loan agreement, must comply with the seven equal employment opportunity clauses found in Section 202 of Executive Order No. 11246. Executive Order No. 11246 can be found at <http://www.dol.gov/esa/ofccp/regs/statutes/eo11246.htm> .

21. The Municipality shall,

(a) insert in full in any contract funded by this loan agreement in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, wage rate contract provisions as indicated by EPA and US Department of Labor, generally known as Davis Bacon requirements;

(b) provide weekly written confirmation in a form satisfactory to KDHE indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls;

(c) periodically (at least quarterly) interview a sufficient number of employees entitled to Davis Bacon Act prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. The Municipality shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews;

(d) periodically (at least quarterly) examine weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, the Municipality shall verify that contractors and subcontractors include covered employees in fringe benefit plans as provided for in the Department of Labor wage determinations;

(e) periodically (at least quarterly) review contractors and subcontractors use of apprentices and trainees to verify registration in Department of Labor approved programs and that contractors and subcontractors are not using disproportionate numbers of trainees and apprentices.

22. No funds provided by this loan agreement may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project is produced in the United States unless a waiver is provided to the recipient by EPA. The municipality must in good faith design the project (where applicable) and solicit bids for construction with American made iron, steel, and

manufactured goods. If the project is designed to include iron, steel, and manufactured goods that is not made in America, a waiver must be obtained prior to advertisement for bids.

This term and condition shall not apply in any case or category of cases in which the Administrator of EPA or a designated Agency official finds that (1) applying the term and condition (a) would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Municipality believes that this term and condition does not apply to a transaction financed with funds from this loan either (1) because a waiver is appropriate or (2) the requirement is inapplicable to the transaction, the Municipality must submit by email, a Word document detailing the explanation for the need of the waiver to [region7waiver@epa.gov](mailto:region7waiver@epa.gov). The Municipality may not proceed with the transaction until it receives written approval from the EPA Administrator or other designated Agency official.

23. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) the Municipality shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
24. In accordance with OMB Circular A-133, which implements the single Audit Act, the Municipality hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year (this loan is considered federal funds). Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions is available on the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.
25. The municipality must comply with and include the requirements of the Prohibition Statement below in all subawards made to private entities.

The Contractor, its employees, subcontractors and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the contract is

in effect; procure a commercial sex act during the period of time that the contract is in effect; or use forced labor in the performance of the contract or subcontract.

26. The Municipality agrees to comply with all requests for data related to the use of the funds provided by this loan, including the information required in section 1512 of ARRA or additional documentation relating to water or energy efficiency benefits of the project, and to report to KDHE all uses of the fund no less than weekly, as EPA specifies for the Drinking Water Project Tracking System. The Municipality agrees to comply with any other guidance related to the reporting requirements of section 1512 of ARRA issued by the OMB or EPA.
27. The Municipality agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the Municipality, any of its procurement contractors and subcontractors, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract or subcontract, (2) interview any officer or employee of the Municipality, contractor, subcontractor, agency regarding such transactions.

The Municipality is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

The Municipality should be aware that the findings of any review, along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to [www.recovery.gov](http://www.recovery.gov), except that information that is protected from disclosure under sections 552 and 552a of title 5, United States Code may be redacted from the posted version.

28. In accordance with section 1553 of the American Recovery and Reinvestment Act of 2009 (Act), the Municipality agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to a grant awarded or issued relating to covered funds.

29. The Municipality must promptly refer to EPA’s Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this loan.
30. The Municipality shall not use funds from this loan for particular activates for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
31. This loan is subject to all applicable provisions of implementing guidance for the American Recovery and Reinvestment Act of 2009 issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available on [www.recovery.gov](http://www.recovery.gov), and any subsequent guidance documents issued by OMB.
32. The Municipality is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.
33. The Municipality must ensure that there is signage that features the ARRA Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. The emblem can be found at <http://www.recovery.gov/files/ARRA.zip> . The precise color references, shown in the color specifications chart below, must be used. Screens or tints of any of the colors for any part of the logo are not allowed.

<u>COLOR</u>	<u>CMYK</u>
Navy	00 / 00 / 00 / 00
Red	30 / 100 / 100 / 50
Green	65 / 25 / 100 / 7

34. The Municipality must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the Municipality. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair

Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

35. The Municipality must comply with the “Cross-Cutting Federal Authorities: A Handbook on Their Application in the Clean Water and Drinking Water State Revolving Fund Programs,” dated October 2003 and found at

<http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/CrosscutterHandbook.pdf>.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street • P.O. Box 688 • Pittsburg, Kansas 66762-0688  
Tel: 620-231-4170 • Fax: 620-231-2103  
Internet Address: [www.pittks.org](http://www.pittks.org)

November 21, 2008

David F. Waldo, P.E., Chief  
Public Water Supply Section Bureau of Water  
Kansas Department of Health and Environment  
Curtis State Office Building  
1000 SW Jackson Street, Suite 420  
Topeka, Kansas 66612-1367

**RE: Water Treatment Plant Improvements  
KPWSLF Project No. 2489**

Dear Mr. Waldo:

Enclosed please find the executed loan agreement documents pertaining to KPWSLF Project No. 2489 for improvements to the City of Pittsburg's Water Treatment Plant.

Please feel free to contact me at (620) 231-4170 if you have any questions or require additional information.

Sincerely,

**THE CITY OF PITTSBURG**

Joye VanGorden

Administrative Assistant to the Director of Public Works/Deputy City Clerk

Encl.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** JOHN H. BAILEY, P.E., PhD/JAMES TUSH  
Directors of Public Utilities

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Supplemental Agreement to Original Contract  
Construction Administration Services  
Meadowbrook Mall Lift Station

---

PEC has submitted the attached Supplemental Agreement to the original contract to provide construction administration services for the replacement of the Meadowbrook Mall Lift Station in an amount not to exceed \$6,864.00. These services will include review of submittals, interpretation of plans during construction, periodical site visits during construction, and attendance of startup and final inspection. The actual daily inspection of this project will be done in-house.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action being requested is approval of the Supplemental Agreement and, if approved, direct the Mayor to sign the supplemental agreement on behalf of the City.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Supplemental Agreement

cc: Tammy Nagel, City Clerk  
Project File  
Memo File

June 25, 2009

City of Pittsburg  
201 W. 4<sup>th</sup>  
Pittsburg, KS 66762

Attn: Mr. John VanGorden, Interim City Manager

Reference: Construction Administration Services for the Replacement of the  
Meadowbrook Mall Lift Station  
PEC Project No. 334-07E03-021-0830

Dear Mr. VanGorden:

This agreement is written to serve as a supplemental agreement to the original contract between the City of Pittsburg, Kansas (CITY), and Professional Engineering Consultants, P.A. (PEC) to provide construction administration services for the replacement of the Meadowbrook Mall Lift Station; Pittsburg, Kansas, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A below, which you should examine carefully to insure that your goals and objectives will be met.

A. Scope of Services

1. Prepare Contract and Bond Documents for Contractor's use.
2. Preparation for and Attendance at the Preconstruction Conference.
3. Review Submittals.
4. Provide interpretation of Plans during Construction.
5. Perform site visits during Construction.
6. Attend Startup and Final Inspection

B. Responsibility of CITY

The CITY agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. N/A

Medowbrook Mall Lift Station Construction Administration/SUPPLEMENTAL  
CONTRACT  
June 25, 2009

C. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

I. Construction Observation

Excluded services may be incorporated by supplemental agreement.

D. Payment Provisions

Professional Engineering Consultants, P.A., proposes to perform the aforescribed Scope of Services on the basis of Standard Hourly Rates (copy attached), plus reimbursable expenses, not-to-exceed \$6,864.00.

- CAD machine time will be billed as a reimbursable expense at \$16.00/per hour.
- Reimbursable expenses shall include printing and mileage.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month.

E. Time of Performance

N/A.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CITY and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide design services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Bruce D. Remsberg, P.E.  
Project Manager

Medowbrook Mall Lift Station Construction Administration/SUPPLEMENTAL  
CONTRACT  
June 25, 2009

ACCEPTED:

City of Pittsburg, Kansas

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A. ("PEC") shall provide professional services according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.
3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. Items of beneficial use to the owner, whether or not included in the contract documents, shall not be the responsibility of PEC.
5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.
8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.
9. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
10. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
11. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.
12. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

HOURLY RATE SCHEDULE  
ATTACHMENT B.1

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineer 3.....	\$125.00
Principal Engineer 2.....	\$120.00
Principal Engineer 1.....	\$115.00
Project Manager 5.....	\$110.00
Project Manager 4.....	\$105.00
Project Engineer 5.....	\$102.00
Project Engineer 4.....	\$92.00
Project Engineer 3.....	\$82.00
Project Engineer 2.....	\$75.00
Design Engineer 3.....	\$70.00
Design Engineer 2.....	\$65.00
Design Engineer 1.....	\$55.00
Landscape Arch. 3.....	\$75.00
Land Use Planner 3.....	\$92.00
Land Use Planner 1.....	\$65.00
Design Technician Supervisor 3.....	\$80.00
Design Technician Supervisor 2.....	\$60.00
Design Technician 5.....	\$78.00
Design Technician 4.....	\$68.00
Design Technician 3.....	\$58.00
Drafter/CAD Operator 4.....	\$58.00
Drafter/CAD Operator 3.....	\$50.00
Drafter/CAD Operator 2.....	\$44.00
Drafter/CAD Operator 1.....	\$38.00
Balance Technician Supervisor 3.....	\$68.00
Balance Technician 5.....	\$68.00
Balance Technician 4.....	\$64.00
Balance Technician 3.....	\$58.00
Land Surveyor 4.....	\$88.00
Land Surveyor 3.....	\$70.00
Land Surveyor 2.....	\$60.00
Party Chief 4.....	\$55.00
Instrument Man 3.....	\$50.00
Instrument Man 2.....	\$48.00
Survey Assistant 2.....	\$44.00
Survey Assistant 1.....	\$32.00

6/3/08

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
3 Man Survey Crew .....	\$175.00
2 Man Survey Crew .....	\$140.00
2 Man Survey Crew w/Robot.....	\$150.00
1 Man Survey Crew w/Robot.....	\$110.00
Field Engineer 3 .....	\$75.00
Inspector Supervisor 3 .....	\$70.00
Inspector 5 .....	\$68.00
Inspector 4 .....	\$62.00
Inspector 3.....	\$54.00
Lab Technician Supervisor 3 .....	\$66.00
Lab Technician 4.....	\$58.00
Lab Technician 3.....	\$50.00
Lab Technician 2.....	\$46.00
Lab Technician 1.....	\$34.00
Administrative Assistant Supervisor 4.....	\$52.00
Administrative Assistant 3 .....	\$48.00
Clerk Typist 2 .....	\$40.00
Clerk Typist 1 .....	\$32.00
Computer Programmer.....	\$68.00
Technical Writer 3 .....	\$52.00
Word Processing Technician 4 .....	\$50.00
Computer CADD .....	\$16.00
GPS .....	\$50.00

REIMBURSABLES:

Outside Consultants .....	Cost plus 10%
In-House Consultant .....	Labor Cost Times 2.0
Reproduction & Photography .....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Truck Mileage.....	\$0.60/Mile
Auto Mileage .....	\$0.55/Mile
Car Rental and Fuel .....	Cost
Per Diem .....	Cost
Telephone (Long Distance).....	No Charge
Fax.....	No Charge
Postage (Regular Mail) .....	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%

6/3/08

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 6/17/2009 THRU 7/07/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/18/2009			159875		
C-CHECK	VOID CHECK	V	6/18/2009			159876		
C-CHECK	VOID CHECK	V	6/30/2009			159951		
C-CHECK	VOID CHECK	V	7/02/2009			159981		
C-CHECK	VOID CHECK	V	7/02/2009			159982		
C-CHECK	VOID CHECK	V	7/07/2009			160001		

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	NO	VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	6	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	6	0.00	0.00	0.00
BANK: *	TOTALS:	6	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3434	PITTSBURG SUNRISE ROTARY	N	7/07/2009			000000		
6120	BRITTNEY INC	V	11/18/2008			158286		300.00
6120	BRITTNEY INC							
6120	BRITTNEY INC							
M-CHECK	VOID CHECK	V	6/29/2009			158286		300.00CR
6132	GARNETT POLICE DEPARTMENT	V	12/12/2008			158444		995.00
6132	GARNETT POLICE DEPARTMENT							
6132	GARNETT POLICE DEPARTMENT							
M-CHECK	VOID CHECK	V	6/18/2009			158444		995.00CR
2519	EAGLE BEVERAGE CO INC	R	6/17/2009			159868		83.10
5589	ALLTEL	R	6/17/2009			159869		122.54
1081	POSTMASTER	R	6/17/2009			159870		220.00
2923	MARLA VAN DORN	R	6/17/2009			159871		100.00
6272	TRICOR DIRECT INC	R	6/18/2009			159872		3,172.45
6270	MO-KAN TRAILER SALES	R	6/18/2009			159873		875.00
4263	COX COMMUNICATIONS	R	6/18/2009			159874		1,180.36
5904	TASC	R	6/18/2009			159877		636.00
6020	TOBY'S CARNIVAL INC	R	6/18/2009			159878		991.18
5589	ALLTEL	R	6/22/2009			159903		551.43
6274	WILMA MCKIBBEN	R	6/22/2009			159904		15,466.78
5561	AT&T MOBILITY	R	6/23/2009			159905		862.66
4263	COX COMMUNICATIONS	R	6/23/2009			159906		639.33
6082	GARRISON LAW OFFICE LLC	R	6/24/2009			159937		288.14
0094	M&I BANK	R	6/24/2009			159938		250.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6135	MCNEARNEY & ASSOCIATES LLC	R	6/24/2009			159939		222.06
5503	NEWMAN, REYNOLDS AND RIFFEL	R	6/24/2009			159940		112.20
5854	ANTHONY A SNYDER	R	6/24/2009			159941		254.65
6136	US DEPARTMENT OF EDUCATION	R	6/24/2009			159942		270.48
6183	CARA WARD	R	6/24/2009			159943		197.61
6023	JOHN T SEAL	R	6/25/2009			159944		636.00
1108	WESTAR ENERGY	R	6/25/2009			159945		33.05
4959	KANSAS SCHOOL BASED POLICING C	R	6/29/2009			159946		160.00
0188	SECRETARY OF STATE, RON THORNB	R	6/29/2009			159947		25.00
6120	BRITTNEY INC	R	6/29/2009			159948		300.00
0380	KANSAS DEPARTMENT OF REVENUE	R	6/30/2009			159949		25.00
2916	US CELLULAR	R	6/30/2009			159950		2,555.13
2519	EAGLE BEVERAGE CO INC	R	7/01/2009			159975		116.65
5637	RAY ALLEN MANUFACTURING CO INC	R	7/01/2009			159976		319.95
3516	CITY OF PITTSBURG	R	7/02/2009			159977		500.00
3516	CITY OF PITTSBURG	R	7/02/2009			159978		1,058.00
2150	AT&T	R	7/02/2009			159979		249.98
4263	COX COMMUNICATIONS	R	7/02/2009			159980		37,536.31
0225	KDOR	R	7/02/2009			159983		9,139.71
6289	VIRGINIA JONES	R	7/06/2009			159984		5,018.35
6277	BASEMENT TECHNOLOGIES INC	R	7/07/2009			159985		3,486.00
2876	A-PLUS CLEANERS & LAUNDRY	R	7/07/2009			159986		681.74

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1222	ALL SEASONS CARPET	R	7/07/2009			159987		532.00
6261	COMFORT PRODUCTS DISTRIBUTING	R	7/07/2009			159988		326.62
6008	CONTINENTAL CARBONIC PRODUCTS	R	7/07/2009			159989		1,266.25
6280	CORNETT PUBLISHING	R	7/07/2009			159990		1,500.00
6116	CORPORATE EXPRESS INC	R	7/07/2009			159991		211.97
6123	EASTON SOD FARMS	R	7/07/2009			159992		2,520.00
6228	ENGINEER SUPPLY LLC	R	7/07/2009			159993		695.75
6252	FASTEK	R	7/07/2009			159994		1,984.57
0118	FED EX	R	7/07/2009			159995		88.52
6281	GREAT PLAINS REAL ESTATE DEVEL	R	7/07/2009			159996		3,677.50
6235	HWS	R	7/07/2009			159997		1,540.00
6287	LEGACY FARM AND LAWN	R	7/07/2009			159998		140.00
4644	MIDWAY FORD TRUCK CENTER, INC.	R	7/07/2009			159999		53.11
5911	PB HOIDALE CO INC	R	7/07/2009			160000		50.16
6165	POLSTON CONSTRUCTION INC	R	7/07/2009			160002		14,312.47
5910	PRICE T PRINTING	R	7/07/2009			160003		355.90
0187	ROTARY CLUB OF PITTSBURG	R	7/07/2009			160004		360.00
6273	SALISBURY SUPPLY CO INC	R	7/07/2009			160005		2,560.00
1591	SEARS COMMERCIAL ONE	R	7/07/2009			160006		1,067.61
5934	STOFFER COMMUNICATIONS	R	7/07/2009			160007		40.00
4839	VAN BECELAERE MACHINE WORKS, I	R	7/07/2009			160008		85.00
6282	WIENEKE CONSTRUCTION CO INC	R	7/07/2009			160009		8,499.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	6/24/2009			999999		31.20
0034	CRONISTER BROTHERS, INC	E	6/24/2009			999999		547.72
0039	BATTERY MART INC	E	6/24/2009			999999		97.90
0043	BOWLUS SCHOOL SUPPLY INC	E	6/24/2009			999999		6.16
0046	ETTINGERS OFFICE SUPPLY	E	6/24/2009			999999		1,214.36
0052	INTERNATIONAL PUBLIC MANAGEMEN	E	6/24/2009			999999		235.00
0054	JOPLIN SUPPLY COMPANY	E	6/24/2009			999999		894.19
0063	LOCKE WHOLESALE SUPPLY	E	6/24/2009			999999		376.68
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	6/24/2009			999999		87.01
0078	SUPERIOR LINEN SERVICE	E	6/24/2009			999999		151.75
0084	INTERSTATE EXTERMINATOR, INC.	E	6/24/2009			999999		335.00
0088	D & H LEASING INC	E	6/24/2009			999999		62.49
0094	M&I BANK	D	6/26/2009			999999		70.23
0105	PITTSBURG AUTOMOTIVE INC	E	6/24/2009			999999		1,118.91
0112	MARRONES INC	E	6/24/2009			999999		282.50
0117	THE MORNING SUN	E	6/24/2009			999999		305.66
0128	MT CARMEL MEDICAL CENTER	E	6/24/2009			999999		225.00
0133	JIM RADELL CONSTRUCTION INC	E	6/24/2009			999999		3,862.80
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/24/2009			999999		50.00
0136	CHARLESWORTH & ASSOCIATES LC	E	6/24/2009			999999		450.00
0142	HECKERT CONSTRUCTION CO INC	E	6/24/2009			999999		151.20
0145	BROADWAY LUMBER COMPANY, INC.	E	6/24/2009			999999		260.39

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	6/18/2009			999999		34,054.10
0154	BLUE CROSS & BLUE SHIELD	D	6/25/2009			999999		16,283.51
0154	BLUE CROSS & BLUE SHIELD	D	7/01/2009			999999		23,780.95
0154	BLUE CROSS & BLUE SHIELD	D	7/02/2009			999999		24,131.76
0163	O'REILLY AUTOMOTIVE INC	E	6/24/2009			999999		19.53
0177	BOOK WHOLESALERS INC	E	6/24/2009			999999		141.05
0181	INGRAM	E	6/24/2009			999999		20.02
0183	PRO-PRINT INC	E	6/24/2009			999999		65.00
0185	MISSION CLAY PRODUCTS	E	6/24/2009			999999		1,450.96
0191	XEROX CORP	E	6/24/2009			999999		397.22
0199	KIRKLAND WELDING SUPPLIES	E	6/24/2009			999999		438.43
0200	SHERWIN WILLIAMS COMPANY	E	6/24/2009			999999		512.81
0201	SPICER-ADAMS WELDING, INC.	E	6/24/2009			999999		1,870.26
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/24/2009			999999		744.00
0224	KDOR	D	6/19/2009			999999		1,924.02
0224	KDOR	D	7/01/2009			999999		1,077.94
0224	KDOR	D	7/03/2009			999999		7,945.95
0276	JOE SMITH COMPANY, INC.	E	6/24/2009			999999		1,500.30
0278	LAWSON PRODUCTS INC	E	6/24/2009			999999		94.34
0289	TITLEIST	E	6/24/2009			999999		561.74
0292	UNIFIRST CORPORATION	E	6/24/2009			999999		69.21
0294	COPY PRODUCTS INC	E	6/24/2009			999999		10.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0300	PITTSBURG FORD-MERCURY, INC.	E	6/24/2009			999999		58.55
0308	DOBRAUC OIL COMPANY INC	E	6/24/2009			999999		11,632.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	6/24/2009			999999		14,973.30
0328	KANSAS ONE-CALL SYSTEM	E	6/24/2009			999999		314.40
0329	O'MALLEY IMPLEMENT CO INC	E	6/24/2009			999999		5,808.46
0335	CUSTOM AWARDS PLUS INC	E	6/24/2009			999999		442.30
0337	CROSS-MIDWEST TIRE	E	6/24/2009			999999		29.40
0339	GENERAL MACHINERY	E	6/24/2009			999999		2,818.91
0345	VICTOR L PHILLIPS CO	E	6/24/2009			999999		208.67
0375	CONVENIENT WATER COMPANY	E	6/24/2009			999999		110.00
0420	CONTINENTAL RESEARCH CORP	E	6/24/2009			999999		258.78
0493	MICROMARKETING LLC	E	6/24/2009			999999		248.29
0530	THYSSENKRUPP CORPORATION	E	6/24/2009			999999		648.58
0543	PITTSBURG REFRIGERATION	E	6/24/2009			999999		491.07
0573	WORLDWIDE DIRECTORY PRODUCT SA	E	6/24/2009			999999		180.76
0589	BERRY TRACTOR & EQUIPMENT	E	6/24/2009			999999		1,400.37
0627	BOETTCHER SUPPLY INC	E	6/24/2009			999999		183.37
0629	REDWOOD HEIGHTS DEV INC	E	6/24/2009			999999		240.00
0695	BERBERICH TRAHAN & CO PA	E	6/24/2009			999999		10,750.00
0706	BLUE WATER POOL & SPA	E	6/24/2009			999999		105.57
0714	SHARE CORPORATION	E	6/24/2009			999999		750.00
0746	CDL ELECTRIC COMPANY	E	6/24/2009			999999		65,722.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0751	ULTRA-CHEM INC	E	6/24/2009			999999		165.57
0753	CRAWFORD COUNTY MENTAL HEALTH	E	6/24/2009			999999		13,926.78
0784	MIRACLE RECREATION EUIP CO	E	6/24/2009			999999		1,672.00
0803	OLD DOMINION BRUSH CO	E	6/24/2009			999999		1,100.44
0806	JOHN L CUSSIMANIO	E	6/24/2009			999999		200.00
0815	WILBERT & TOWNER	E	6/24/2009			999999		50.00
0817	BURKE ELECTRONICS	E	7/02/2009			999999		1,202.40
0870	PENNINGTON SEED INC	E	6/24/2009			999999		683.40
0932	ALL-QUIP RENTAL AND SALES INC	E	6/24/2009			999999		424.47
0969	SEK-CAP INC	E	6/24/2009			999999		13,637.00
1050	KPERS	D	6/26/2009			999999		1,572.40
1109	QA BALANCE SERVICES INC	E	6/24/2009			999999		1,153.00
1199	SCURLOCK INDUSTRIES CORP	E	6/24/2009			999999		408.60
1235	RHODES GROCERY INC	E	6/24/2009			999999		55.95
1238	SEWARD ELECTRIC, INC.	E	6/24/2009			999999		1,380.00
1267	RP3 INC	E	6/24/2009			999999		2,455.00
1306	DIVERSIFIED INSPECTIONS INC	E	6/24/2009			999999		2,399.04
1435	DOC'S HEATING & AIR	E	6/24/2009			999999		1,978.50
1478	KANSASLAND TIRE OF PITTSBURG	E	6/24/2009			999999		683.90
1490	ESTHERMAE TALENT	E	6/24/2009			999999		50.00
1545	JRB INDUSTRIES INC	E	6/24/2009			999999		3,100.00
1619	MIDWEST TAPE	E	6/24/2009			999999		45.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1697	WORLD BOOK INC	E	6/24/2009			999999		991.00
1977	CDW GOVERNMENT, INC.	E	6/24/2009			999999		210.90
2161	RECORDED BOOKS	E	6/24/2009			999999		6.95
2350	WCA WASTE SYSTEMS INC	E	6/24/2009			999999		557.70
2417	MARCIVE, INC.	E	6/24/2009			999999		4.32
2694	JOHN RHUEMS	E	6/24/2009			999999		104.03
2714	UTILITY SERVICE COMPANY	E	6/24/2009			999999		3,250.00
2767	BRENNTAG SOUTHWEST, INC	E	6/24/2009			999999		2,280.00
2864	MTI DISTRIBUTING INC	E	6/24/2009			999999		775.72
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/24/2009			999999		694.60
3079	COMMERCE BANK	E	7/07/2009			999999		16,367.31
3209	SIMPLEXGRINNELL LP	E	6/24/2009			999999		729.00
3248	AIRGAS MID-SOUTH, INC	E	6/24/2009			999999		126.84
3570	AMERICAN EXPRESS	D	7/06/2009			999999		47.84
3697	LR ENTERPRISES LLC	E	6/24/2009			999999		526.10
3868	MUNICIPAL EMERGENCY SERVICES I	E	6/24/2009			999999		160.00
3971	FASTENAL COMPANY	E	6/24/2009			999999		175.98
3972	WASHINGTON ELECTRONICS INC	E	6/24/2009			999999		1,530.72
4071	DISCOVER BUSINESS SERVICE	D	7/02/2009			999999		38.16
4072	MERCHANT E-SOLUTIONS	D	7/03/2009			999999		970.62
4133	T.H. ROGERS HOMECENTER	E	6/24/2009			999999		205.40
4149	THE LIBRARY OF CONGRESS	E	6/24/2009			999999		10.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4163	TICKETSAGE INC	E	6/24/2009			999999		1,374.32
4307	HENRY KRAFT, INC.	E	6/24/2009			999999		154.90
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/24/2009			999999		413.18
4520	ETS CORPORATION	D	7/02/2009			999999		1,885.36
4711	RANDOM HOUSE, INC.	E	6/24/2009			999999		168.00
4791	SPRINGSTED INCORPORATED	E	6/24/2009			999999		750.00
4940	BROCK ENTERPRISES, INC.	E	6/24/2009			999999		474.53
4970	ERIC VANCE	E	6/24/2009			999999		661.00
4991	FLINT TRADING INC.	E	6/24/2009			999999		490.00
5015	IN THE GARDEN	E	6/24/2009			999999		162.00
5275	US LIME COMPANY-ST CLAIR	E	6/24/2009			999999		3,328.00
5340	COMMERCE BANK TRUST	E	6/30/2009			999999		26,087.64
5474	THE UPS STORE	E	6/24/2009			999999		46.25
5486	DUSTIN WALKER	E	6/24/2009			999999		100.00
5590	HD SUPPLY WATERWORKS LTD	E	6/24/2009			999999		9,962.34
5591	GILMORE PLUMBING & HEATING	E	6/24/2009			999999		75.00
5644	THE SPIGARELLI LAW FIRM	E	6/24/2009			999999		69.00
5649	MELLEN & ASSOCIATES INC	E	6/24/2009			999999		896.34
5690	CORGILL CONSTRUCTION INC	E	6/17/2009			999999		40,472.80
5756	FOULSTON SIEFKIN LLP	E	6/17/2009			999999		100.00
5855	SHRED-IT USA INC	E	6/24/2009			999999		12.00
5862	HEATHER HORTON	E	6/24/2009			999999		30.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5904	TASC	D	6/29/2009			999999		6,565.45
5927	THOMPSON, ROSS AND ASSOCIATES,	E	6/24/2009			999999		5,311.04
5944	KCR INTERNATIONAL TRUCKS	E	6/24/2009			999999		4,377.42
6117	ALEXANDER OPEN SYSTEMS INC	E	6/24/2009			999999		10,916.68
6137	KEYSTONE LABORATORIES INC	E	6/24/2009			999999		855.00
6175	HENRY C MENGHINI	E	6/24/2009			999999		1,612.60
6191	MARADETH FREDERICK	E	6/24/2009			999999		600.00
6230	THE MAZUREK LAW OFFICE LLC	E	6/24/2009			999999		435.00
6262	CLEAN THE UNIFORM COMPANY	E	6/24/2009			999999		600.06

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	59	130,203.27	0.00	130,203.27
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	120,348.29	0.00	120,348.29
EFT:	127	322,029.84	0.00	322,029.84
NON CHECKS:	1	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	2	1,295.00	0.00	1,295.00CR

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	203	572,581.40	0.00	572,581.40
BANK: 80144	TOTALS:		203	572,581.40	0.00	572,581.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	6/23/2009			999999		49.61
0026	STANDARD INSURANCE COMPANY	E	7/02/2009			999999		1,397.71
0034	CRONISTER BROTHERS, INC	E	6/26/2009			999999		13.30
0152	JOHN VAN GORDEN	E	6/30/2009			999999		208.72
0297	PETTY CASH FUND	E	7/03/2009			999999		1,954.01
0306	CASTAGNO OIL CO INC	E	6/19/2009			999999		525.50
0335	CUSTOM AWARDS PLUS INC	E	6/25/2009			999999		3,148.80
0339	GENERAL MACHINERY	E	6/26/2009			999999		976.16
0339	GENERAL MACHINERY	E	6/30/2009			999999		120.76
0476	TRIAD ENVIRONMENTAL SERVICE	E	6/24/2009			999999		4,289.00
0577	KANSAS GAS SERVICE	E	6/18/2009			999999		44.43
0866	AVFUEL CORPORATION	E	6/23/2009			999999		35.00
0866	AVFUEL CORPORATION	E	7/03/2009			999999		18,525.30
0886	DENNIS JAMESON	E	7/03/2009			999999		150.00
1235	RHODES GROCERY INC	E	6/19/2009			999999		3,000.00
1609	PHILLIP H O'MALLEY	E	6/17/2009			999999		600.00
1629	PITTSBURG BEAUTIFUL	E	7/03/2009			999999		1,500.00
2050	ACTON DEVELOPMENT	E	6/17/2009			999999		475.00
2223	PITNEY BOWES	E	6/17/2009			999999		810.00
2398	WILLIAM E SAMSON	E	6/17/2009			999999		550.00
2542	CHARLES YOST	E	6/17/2009			999999		375.00
2913	KENNETH N STOTTS JR	E	6/17/2009			999999		550.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3252	LINDA S LLOYD	E	6/17/2009			999999		350.00
3435	PURCHASE POWER (POLICE METER)	E	6/26/2009			999999		268.99
3668	MID AMERICA PROPERTIES OF PITT	E	6/17/2009			999999		866.00
3884	MARK D. TURNBULL	E	7/03/2009			999999		111.10
3929	MDI LIMITED PARTNERSHIP #49	E	6/17/2009			999999		200.00
3971	FASTENAL COMPANY	E	6/24/2009			999999		64.78
3971	FASTENAL COMPANY	E	6/26/2009			999999		123.11
4013	KNIGHTS OF COLUMBUS TOWERS	E	6/17/2009			999999		501.00
4022	THOMAS W. HETER	E	6/23/2009			999999		612.00
4133	T.H. ROGERS HOMECENTER	E	6/23/2009			999999		41.09
4133	T.H. ROGERS HOMECENTER	E	6/26/2009			999999		267.54
4133	T.H. ROGERS HOMECENTER	E	6/30/2009			999999		25.57
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/23/2009			999999		80.74
4957	BOB GILMORE	E	6/18/2009			999999		244.42
5371	PITTSBURG FAMILY YMCA	E	6/24/2009			999999		3,745.42
5534	SYCAMORE VILLAGE APARTMENTS	E	6/17/2009			999999		941.00
5609	RON WHITE	E	6/26/2009			999999		346.50
5758	ROLL OFF SERVICES INC (ATTN MA	E	6/23/2009			999999		113.38
5758	ROLL OFF SERVICES INC (ATTN MA	E	6/24/2009			999999		321.52
5788	CROSSLAND CONSTRUCTION INC	E	6/18/2009			999999		982.80
5788	CROSSLAND CONSTRUCTION INC	E	6/23/2009			999999		987.10
5801	JAMES K WALDOCK	E	6/17/2009			999999		400.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 6/17/2009 THRU 7/07/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5912	RONALD L FARMER	E	6/26/2009			999999		745.00
5961	LARRY VANBECELAERE	E	6/17/2009			999999		375.00
6032	TIM J. RIDGWAY	E	6/17/2009			999999		600.00
6152	MARTHA R CAMPBELL	E	6/17/2009			999999		400.00
6172	ANDREW A WACHTER	E	6/17/2009			999999		585.00
6227	ANGELA BOLLINGER	E	6/17/2009			999999		600.00
6240	DONNA K BOTTOMLEY	E	6/17/2009			999999		475.00
6250	EXERCISE AND REHAB EQUIPMENT L	E	6/26/2009			999999		41,800.00
6253	DWAYNE O'BRIEN	E	6/30/2009			999999		134.87

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	53	96,607.23	0.00	96,607.23
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	53	96,607.23	0.00	96,607.23
BANK: EFT	TOTALS:		53	96,607.23	0.00	96,607.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6155	HOUSING AUTHORITY OF DEKALB CO	R	7/01/2009			159952		768.80
6168	K AND B RENTALS LLC	R	7/01/2009			159953		241.00
0266	JOHN S KUTZ	R	7/01/2009			159954		600.00
1601	GRAIG MOORE	R	7/01/2009			159955		236.00
3406	JON SCHWENKER	R	7/01/2009			159956		234.00
6239	ST CLAIR COUNTY PUBLIC HOUSING	R	7/01/2009			159957		1,823.60
6265	THERENCE STEELE	R	7/01/2009			159958		456.27
4636	WESTAR ENERGY, INC. (HAP)	R	7/01/2009			159959		812.00
0140	A&M RENTALS	E	7/02/2009			999999		1,304.00
0372	CONNER REALTY	E	7/02/2009			999999		1,714.00
0855	CHARLES HOSMAN	E	7/02/2009			999999		253.00
0969	SEK-CAP INC	E	7/02/2009			999999		24.00
1008	BENJAMIN M BEASLEY	E	7/02/2009			999999		664.00
1231	JOHN LOVELL	E	7/02/2009			999999		83.00
1421	SMITH RENTALS	E	7/02/2009			999999		254.00
1454	BETTY J WILSON	E	7/02/2009			999999		234.00
1542	LARRY SHANKS	E	7/02/2009			999999		922.00
1603	GARY SAKER	E	7/02/2009			999999		550.00
1609	PHILLIP H O'MALLEY	E	7/02/2009			999999		2,764.00
1638	VERNON W PEARSON	E	7/02/2009			999999		1,436.00
1649	HAROLD O'MALLEY	E	7/02/2009			999999		482.00
1688	DORA WARE	E	7/02/2009			999999		520.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1961	DUSTIN D MAJOR	E	7/02/2009			999999		214.00
1982	KENNETH STOTTS	E	7/02/2009			999999		2,906.00
1985	RICK A MOORE	E	7/02/2009			999999		732.00
2050	ACTON DEVELOPMENT	E	7/02/2009			999999		348.00
2256	TODD MERANDO	E	7/02/2009			999999		369.00
2304	DENNIS HELMS	E	7/02/2009			999999		157.00
2339	CHRIS WINDSOR	E	7/02/2009			999999		178.00
2398	WILLIAM E SAMSON	E	7/02/2009			999999		884.00
2542	CHARLES YOST	E	7/02/2009			999999		1,707.00
2624	JAMES ZIMMERMAN	E	7/02/2009			999999		2,379.00
2718	KENNETH B DUTTON	E	7/02/2009			999999		829.00
2771	MICHELLE PRYOR	E	7/02/2009			999999		132.00
2850	VENITA STOTTS	E	7/02/2009			999999		507.00
2913	KENNETH N STOTTS JR	E	7/02/2009			999999		431.00
3002	BARBARA MINGORI	E	7/02/2009			999999		503.00
3067	STEVE BITNER	E	7/02/2009			999999		4,287.00
3082	JOHN R JONES	E	7/02/2009			999999		1,267.00
3114	PATRICIA BURLESON	E	7/02/2009			999999		1,157.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	7/02/2009			999999		1,982.00
3158	BETTY L. FARRIS	E	7/02/2009			999999		622.00
3162	THOMAS A YOAKAM	E	7/02/2009			999999		638.00
3187	DEAN POWELL	E	7/02/2009			999999		324.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3215	REA RAE DONNA RHODES	E	7/02/2009			999999		88.00
3218	CHERYL L BROOKS	E	7/02/2009			999999		767.00
3230	DAN MONTEMURRO	E	7/02/2009			999999		311.00
3241	CHARLES P SIMPSON	E	7/02/2009			999999		616.00
3252	LINDA S LLOYD	E	7/02/2009			999999		204.00
3272	DUNCAN HOUSING LLC	E	7/02/2009			999999		2,187.00
3273	RICHARD F THENIKL	E	7/02/2009			999999		991.00
3317	PHIL MARTIN	E	7/02/2009			999999		375.00
3520	DON T. BUCHE	E	7/02/2009			999999		319.00
3593	REMINGTON SQUARE	E	7/02/2009			999999		10,321.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/02/2009			999999		4,807.00
3724	YVONNE L. ZORNES	E	7/02/2009			999999		556.00
3746	JAROLD BONBRAKE	E	7/02/2009			999999		651.00
3821	JAMES T BLANCHO	E	7/02/2009			999999		158.00
3929	MDI LIMITED PARTNERSHIP #49	E	7/02/2009			999999		6,297.00
3945	KEITH E. HARRIS	E	7/02/2009			999999		196.00
3977	EUGENE HUNT	E	7/02/2009			999999		520.00
3978	TBSW HOLDINGS, LLC	E	7/02/2009			999999		198.00
4154	JOSEPH L. BOURNONVILLE	E	7/02/2009			999999		500.00
4218	MEADOWLARK TOWNHOUSES	E	7/02/2009			999999		2,464.00
4308	KENNETH BATEMAN	E	7/02/2009			999999		66.00
4388	RICHARD L. PERRY	E	7/02/2009			999999		213.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG APARTMENTS	E	7/02/2009			999999		3,609.00
4546	C & M PROPERTIES LLC	E	7/02/2009			999999		50.00
4550	JIM RUSSELL	E	7/02/2009			999999		391.00
4564	TERRY L SIMPSON	E	7/02/2009			999999		266.00
4612	LORNA GRIFFIN	E	7/02/2009			999999		410.00
4637	OPAL M .WALKER	E	7/02/2009			999999		382.00
4752	S & N MANAGEMENT, LLC	E	7/02/2009			999999		367.00
4928	PITTSBURG STATE UNIVERSITY	E	7/02/2009			999999		1,303.00
5035	ZACK QUIER	E	7/02/2009			999999		525.00
5036	TRACY STAHL	E	7/02/2009			999999		890.00
5356	MICHAEL SIMMONS	E	7/02/2009			999999		600.00
5393	CARLOS ANGELES	E	7/02/2009			999999		1,011.00
5541	SANDRA GEIER	E	7/02/2009			999999		154.00
5549	DELBERT BAIR	E	7/02/2009			999999		241.00
5583	ROBERT L NANKIVELL SR	E	7/02/2009			999999		101.00
5614	JAMES DAVID VAUGHN	E	7/02/2009			999999		362.00
5653	PEGGY HUNT	E	7/02/2009			999999		193.00
5656	EARL HARTMAN	E	7/02/2009			999999		1,700.00
5660	HERBERT WARING	E	7/02/2009			999999		355.00
5676	BARBARA TODD	E	7/02/2009			999999		254.00
5716	CHARLES T IMEL	E	7/02/2009			999999		400.00
5748	COZY LIVING PROPERTIES INC	E	7/02/2009			999999		406.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5806	GARY M WILKINSON	E	7/02/2009			999999		218.00
5817	JAMA ENTERPRISES LLP	E	7/02/2009			999999		862.00
5822	JOE FENSKE	E	7/02/2009			999999		465.00
5825	DEAN DAVIED	E	7/02/2009			999999		286.00
5829	LORN BURDICK	E	7/02/2009			999999		491.00
5831	DOUGLAS R BARTO	E	7/02/2009			999999		273.00
5833	GERRY DENNETT	E	7/02/2009			999999		489.00
5854	ANTHONY A SNYDER	E	7/02/2009			999999		306.00
5870	ANTHONY E SIMONCIC	E	7/02/2009			999999		372.00
5875	BRIAN WARE	E	7/02/2009			999999		525.00
5885	CHARLES T GRAVER	E	7/02/2009			999999		355.00
5891	MITCHELL R BROOKS	E	7/02/2009			999999		308.00
5896	HORIZON INVESTMENTS GROUP INC	E	7/02/2009			999999		111.00
5897	NIESE WOODY-FAIR	E	7/02/2009			999999		691.00
5906	JOHN HINRICHS	E	7/02/2009			999999		223.00
5939	EDNA R TRENT	E	7/02/2009			999999		444.00
5957	PASTEUR PROPERTIES LLC	E	7/02/2009			999999		1,401.00
5975	RAY PEAK	E	7/02/2009			999999		432.00
6002	SALLY THRELFALL	E	7/02/2009			999999		300.00
6010	TONYA HARRIS	E	7/02/2009			999999		301.00
6032	TIM J. RIDGWAY	E	7/02/2009			999999		1,000.00
6036	JACK H LEGRAND	E	7/02/2009			999999		86.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6043	BRENDA CAVIN	E	7/02/2009			999999		1,075.00
6050	JEFFREY R SPONSEL	E	7/02/2009			999999		331.00
6062	MARC D SCHROEDER	E	7/02/2009			999999		292.00
6073	REBECCA FOSTER	E	7/02/2009			999999		976.00
6090	RANDAL BENNEFELD	E	7/02/2009			999999		466.00
6092	MINGORI LLC	E	7/02/2009			999999		225.00
6101	KENNETH D GIEFER	E	7/02/2009			999999		226.00
6108	TILDEN BURNS	E	7/02/2009			999999		315.00
6121	LEE SPONSEL	E	7/02/2009			999999		428.00
6138	CHARLES R GILMORE TRUST	E	7/02/2009			999999		68.00
6140	WANDA PERKINS	E	7/02/2009			999999		299.00
6150	JAMES L COX	E	7/02/2009			999999		410.00
6161	SJM INTERESTS INC	E	7/02/2009			999999		435.00
6172	ANDREW A WACHTER	E	7/02/2009			999999		594.00
6186	TROY ROSENSTIEL	E	7/02/2009			999999		419.00
6227	ANGELA BOLLINGER	E	7/02/2009			999999		357.00
6240	DONNA K BOTTOMLEY	E	7/02/2009			999999		73.00
6269	EDWARD SWOR	E	7/02/2009			999999		578.73
6284	FRED TWEET	E	7/02/2009			999999		601.00
6294	RONALD E WUERDEMAN	E	7/02/2009			999999		308.00
6298	KEVAN L SCHUPBACH	E	7/02/2009			999999		3,624.00
6300	MARTY STAHL	E	7/02/2009			999999		139.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP M&I Bank - HAP  
 DATE RANGE: 6/17/2009 THRU 7/07/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	7/02/2009			999999		97.00
6314	PARKVIEW HOUSING	E	7/02/2009			999999		303.00
6317	RONALD L EMERSON	E	7/02/2009			999999		192.00

\* \* T O T A L S \* \*

	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	8	5,171.67	0.00	5,171.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	127	103,302.73	0.00	103,302.73
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: HAP	TOTALS:	135	108,474.40	0.00	108,474.40
BANK: HAP	TOTALS:		135	108,474.40	0.00	108,474.40

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: PY PAYROLL PAYABLES  
 DATE RANGE: 6/17/2009 THRU 7/07/2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0094	M&I BANK	D	6/26/2009			000000		78,865.35
0321	KP&F	D	6/26/2009			000000		28,516.37
0728	ICMA	D	6/26/2009			000000		6,719.17
1050	KPERS	D	6/26/2009			000000		19,805.23
0349	UNITED WAY OF CRAWFORD COUNTY	R	6/26/2009			159929		45.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	6/26/2009			159930		347.74
2228	KANSAS PAYMENT CENTER	R	6/26/2009			159931		1,005.28
2577	OK CENTRALIZED SUPPORT RE	R	6/26/2009			159932		130.97
4252	GENERAL REVENUE CORPORATION	R	6/26/2009			159933		209.04
2228	KANSAS PAYMENT CENTER	R	6/26/2009			159934		120.00
0028	PAYROLL CLEARING	E	6/26/2009			999999		71,616.10

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	6	1,858.03	0.00	1,858.03
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	133,906.12	0.00	133,906.12
EFT:	1	71,616.10	0.00	71,616.10
NON CHECKS:	0	0.00	0.00	0.00
		VOID DEBITS	VOID DISCOUNTS	VOID CREDITS
VOID CHECKS:	0	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTAL	11	207,380.25	0.00	207,380.25
BANK: PY	TOTALS:		11	207,380.25	0.00	207,380.25
REPORT TOTALS:			408	985,043.28	0.00	985,043.28

Passed and approved this 14<sup>th</sup> day of July, 2009.

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Rudy Draper, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** TODD KENNEMER  
Assistant Director of Public Works

**DATE:** June 24, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Recommendation of Planning and Zoning Commission  
**PUBLIC HEARING**  
Request to Vacate East-West Alley Located Adjacent to Lots 1 through 58 in Block 2 of the New York Investment First Addition to the City of Pittsburg, Crawford County, Kansas

---

The Planning and Zoning Commission, in its meeting of June 22, 2009, considered a request submitted by Jim Steele, 601 E. 23<sup>rd</sup> Street, to vacate the east/west alley adjacent to Lots 1 through 58 in Block 2 of the New York Investment First Addition (see attached map and aerial photo).

Mr. Steele wants to purchase a portion of the strip of property north of the alley that is currently owned by the City to construct a garage. Since accessory structures are not allowed as main structures on a piece of property, it is necessary to vacate the alley and combine the properties into one parcel. Mr. Steele has agreed to leave the western half of the alley as a utility/access easement to allow access to the other adjoining properties to the east of his property.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of this requested with the condition the western half of the alley be retained as a utility/access easement. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, July 14, 2009. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

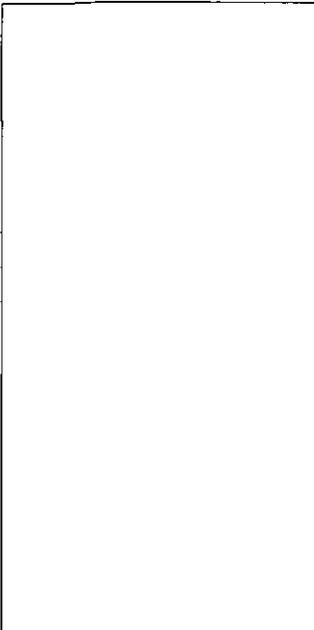
**MEMO TO: JOHN D. VANGORDEN**  
**JUNE 24, 2009**  
**PAGE TWO**

If you have any questions concerning this matter, please do not hesitate to contact me.

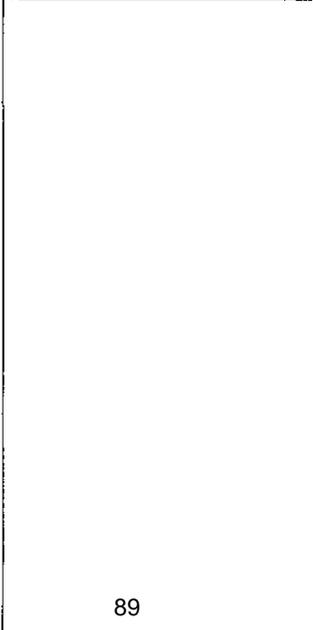
Attachment: Map and Aerial Photo

cc: Tammy Nagel, City Clerk  
Vacation File  
Memo File

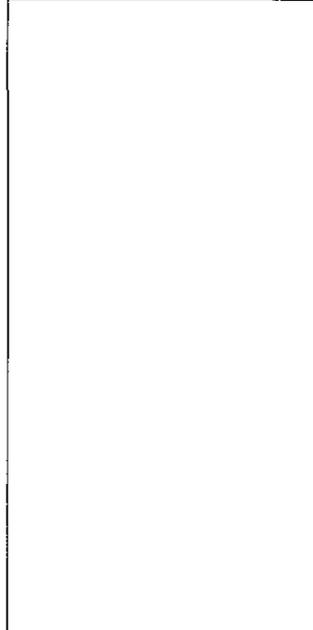
26TH STREET



25TH STREET



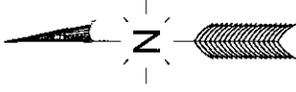
24TH STREET



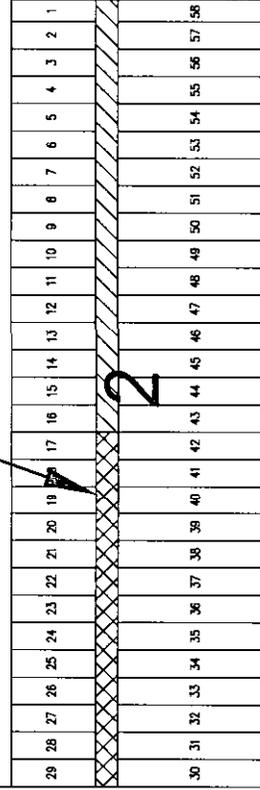
23RD STREET

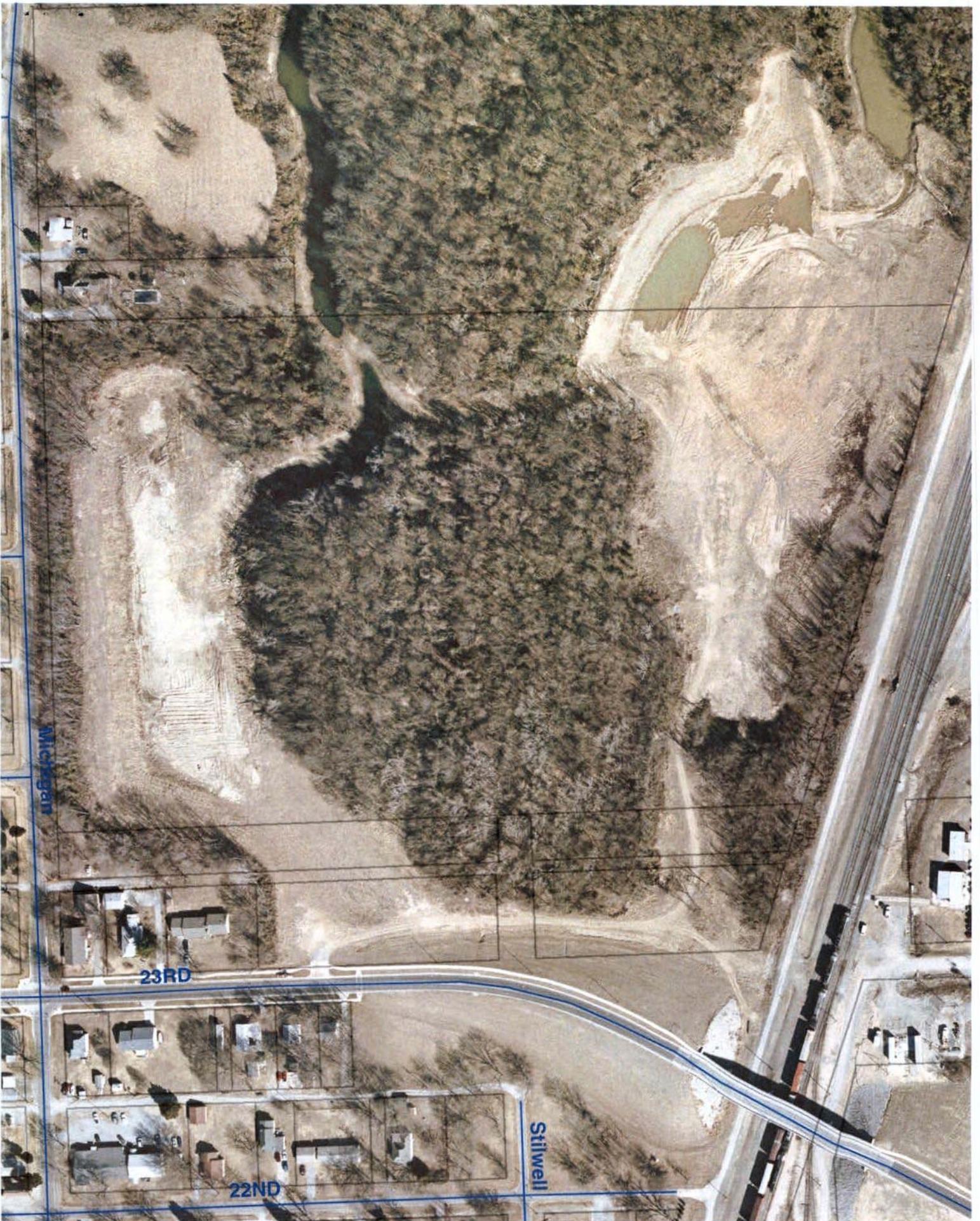


MICHIGAN AVE



ALLEY TO BE VACATED:  
WESTERN PORTION TO BE  
AS UTILITY ACCESS EASEMENT







## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** JOHN H. BAILEY, P.E., PhD  
Director of Public Utilities

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Water Appropriations

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The City of Pittsburg is in the process of modifying the existing Water Treatment Plant. The City diverts raw water via two (2) appropriated water rights with a priority date of August 28, 1970 and covers all the existing Wells #8, #9 and #10. However, Well #11 has a priority date of February 19, 1981. The total of these existing rights is 1,154,031,000 gallons per year.

In order to fully utilize the increased capacity of the reconstructed Water Treatment Plant, it is anticipated that another 215,000,000 gallons per year will be required. The City filed for these rights on October 22, 2004. The Kansas Department of Water Resources rejected the application for permanent water rights based on a moratorium imposed by KAR 5-3-29 (see attached).

Portions of Southeast Kansas, Southwest Missouri and Northwest Arkansas entered into an agreement with the U.S. Army Corp of Engineers to study the Ozark's Aquifer from which Pittsburg, Joplin and other communities draw their water. The Chief Engineer of the Kansas Division of Water Resources imposed a moratorium with the requirement that new permanent water rights, except for temporary rights, would not be issued until the final report was completed, which is due on December 31, 2010. To obtain temporary rights certain conditions were required by KAR 5-3-29. The moratorium does require that "an alternate source of water supply is actively being planned, financed and constructed and that it will be available no later than December 31, 2010." If you will recall, an engineering estimate was completed that projected the cost to transport water from the Spring River to the City of Pittsburg to be approximately \$24 million.

**MEMO TO: JOHN D. VANGORDEN**  
**JULY 7, 2009**  
**PAGE TWO**

In order to comply with the moratorium, the City subsequently filed for water rights in the Spring River. The City has not been slow to pursue the development of these water rights due to the financial burden that it would impose upon the citizens of Pittsburg.

We have been monitoring the progress of the aquifer studies and remain convinced that the aquifer below Pittsburg is not in danger and will supply the City of Pittsburg for many decades to come. A fear that has been expressed is that chloride intrusion may occur due to excessive pumping in the Joplin area. The planning for the long-range improvements of the Water Treatment Plant includes the potential addition of a reverse osmosis process. The reverse osmosis process will allow us to actively cope with the chloride intrusion into the fresh waters of the aquifer if it, in fact, becomes a reality in the future.

The State of Kansas has been monitoring the progress of the water studies and seems to have reached a conclusion in conjunction with the Kansas Geological Survey that the aquifer under Pittsburg is not in jeopardy. At the request of the Kansas Department of Agriculture, the City Manager and I travelled to Topeka and met with the Kansas Department of Agriculture on June 24<sup>th</sup>. In that meeting, the Kansas Department of Agriculture requested that we voluntarily dismiss our application for water rights in the Spring River (see attached). This dismissal was done with the condition that the approval of the pending temporary rights be given. Since the moratorium requires that an alternate source of water be identified, the Kansas Department of Agriculture suggested that an acceptable alternate source would be the drilling of a well in Missouri, which does not have water rights control, to supply water to the City of Pittsburg. It is not anticipated that the City of Pittsburg will complete a water well in Missouri but this action allows the Kansas Department of Agriculture, Division of Water Resources, to approve our pending temporary rights as this serves as an alternate source of supply. This alternative will potentially save the projected \$24 Million for construction of a water supply from the Spring River. This letter was sent to them on June 29<sup>th</sup> (see attached).

It is anticipated that upon completion of the study of the aquifer on or before December 31, 2010, the temporary rights will be converted to permanent rights, which should guarantee the City of Pittsburg's supply of raw water through at least the year 2020. After 2020, as the need arises, an additional application for permanent water rights will be made in conjunction with the City of Pittsburg's increasing growth.

**MEMO TO: JOHN D. VANGORDEN**  
**JULY 7, 2009**  
**PAGE THREE**

We believe that the circuitous route we have taken in securing additional water rights was the only one available to us, but the important fact is the City of Pittsburg should have ample raw water in the future. It is incumbent upon the City to plan at least 50 to 100 years in advance, and this represents a small piece of that effort to insure adequate water for the citizens of Pittsburg.

If you have any questions concerning this matter, please do not hesitate to contact me.

Attachments:           KAR 5-3-29  
                              Voluntary Dismissal of Application  
                              June 29<sup>th</sup> Letter to KDOA

cc:     Tammy Nagel, City Clerk  
          Water Rights File  
          Memo File

ness December 13 in order for the Secretary of Health and Environment to consider the request.

Roderick L. Bremby  
Secretary of Health  
and Environment

State of Kansas

Department of Agriculture  
Division of Water Resources

Permanent Administrative  
Regulations

Article 3.—APPROPRIATION RIGHTS

**5-3-4c.** Groundwater source formation codes. The Kansas department of agriculture, division of water resources' document titled "groundwater source formation codes," dated June 24, 2004, is hereby adopted by reference. The groundwater source formation codes used by the chief engineer in administering the Kansas water appropriation act shall be the codes specified in this document. (Authorized by K.S.A. 82a-706a; implementing K.S.A. 82a-709; effective Sept. 22, 2000; amended, T-5-8-23-04, Aug. 23, 2004; amended Nov. 29, 2004.)

**5-3-29.** Ozark and Springfield plateau aquifers. (a) Except as specified in subsections (b) and (c), the Ozark aquifer and the Springfield plateau aquifer in the following townships in Cherokee, Crawford, Allen, Bourbon, Neosho, and Labette counties in Kansas shall be closed to new appropriations of water: ranges 20 east through 25 east and townships 26 south through 35 south.

(b) The closure of townships listed in subsection (a) to new appropriations of water shall not apply to the following types of wells:

- (1) Wells for domestic use;
- (2) wells authorized by temporary permits;
- (3) wells meeting the requirements of K.A.R. 5-3-16a; and

- (4) wells meeting both of the following conditions:
  - (A) Are authorized by a term permit of five or fewer years, which can be extended by the chief engineer not beyond December 31, 2010, and over which the chief engineer retains jurisdiction to dismiss or amend if necessary to prevent impairment of the water quantity, rate, or quality or to otherwise protect the public interest; and
  - (B) are used as an alternate source of water supply that is actively being planned, financed, and constructed and that will be available no later than December 31, 2010.

(c) Notwithstanding the provisions of paragraph (b)(4)(A), the term permits may be extended by the chief engineer beyond December 31, 2010 or may be converted by the chief engineer to regular permits to appropriate water, if both of the following conditions are met:

- (1) A study has been completed before December 31, 2010, determining the safe yield of the Ozark aquifer and the Springfield plateau aquifer.
- (2) Extending the term of the term permit or converting the term permit to a regular permit to appropriate water will not result in any of the following:
  - (A) Causing the safe yield to be exceeded;
  - (B) impairing prior permits or water rights; or
  - (C) prejudicially and unreasonably affecting the public interest. (Authorized by K.S.A. 82a-706a; implementing K.S.A. 82a-706a and K.S.A. 2003 Supp. 82a-711; effective, T-5-8-23-04, Aug. 23, 2004; effective Nov. 29, 2004.)

Adrian J. Polansky  
Secretary of Agriculture

Post-it* Fax Note	7671	Date	12/2	# of pages	1
From	BRUCE John				
To/Dept.	REMSBURG Co. BAILEY				
Phone #					
Fax #					

intersection of Highways 254, 54 and 77 in downtown El Dorado). Both meetings will begin at 9 a.m.

Final drafts of policy proposals on the Kansas Water Marketing Program, use of alternative dispute resolution to resolve water resource conflicts, and reservoir restoration demonstration projects and research will be considered.

The Committee of the Whole will meet November 17 to make recommendations on the above issues and the addition of two water bodies (Marion Reservoir and Olpe City Lake) to the Kansas Water Plan's Neosho River Basin High Priority TMDL list.

Two issues for future study are being proposed and will be considered by the Committee of the Whole November 17. They involve (1) exploration of ways to enhance public input on planning and implementation of water-related issues and (2) economic development opportunities at federal reservoirs and lakes in Kansas. The Committee of the Whole also will consider the draft 2005 Kansas Water Authority's "Report to the Governor and Legislature."

Business related to the basin advisory committee membership and an update on a proposal being developed to enhance groundwater availability for public water suppliers also will be considered.

The full Authority will consider and take action on the Committee of the Whole's recommendations when it meets at 9 a.m. November 18. Late morning activities include a presentation on the proposed Irrigation Transition Assistance Program. In addition, updates will be presented on the Circle K Ranch, the High Plains aquifer bedrock maps, the Water Plan Projects Initiative, legislative action, and FY 2006 budget and interim committee actions.

Both days' agendas may be found at the Kansas Water Office's Web site, www.kwo.org, linked to the Kansas Water Authority meeting dates listed on the Calendar page. For additional information or special accommodations at the meeting site, contact the Kansas Water Office at (888) KAN-WATER or (888) 526-9283.

Steve Irsik  
Chairman

Doc. No. 031303

Doc. No. 031311

# Voluntary Dismissal of an Application for Permit to Appropriate Water

6/24/09  
(Date)

Kansas Department of Agriculture  
Division of Water Resources  
109 SW 9<sup>th</sup> Street, 2nd Floor  
Topeka, KS 66612-1283

RE: Application File No. 46,169

Chief Engineer:

I am submitting this statement in regard to Application for Permit to Appropriate Water, File No. 46,169. I am (We are) the applicant(s) who filed this application. I (We) now wish to voluntarily withdraw that application. I realize such withdrawal means the application will be dismissed and whatever priority it may have had will be forfeited. Please withdraw Application File No. 46,169.

Sincerely, *In conjunction with approval of pending term permits.*  
20069090; 20069091; 20069092; + 20069093

City of Pittsburg  
(Applicant)

\_\_\_\_\_  
(Applicant)

P.O. Box 688  
(Mailing Address)

\_\_\_\_\_  
(Mailing Address)

Pittsburg, KS 66762  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

John D. Van Gordon  
(Applicant) Signature

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Mailing Address)

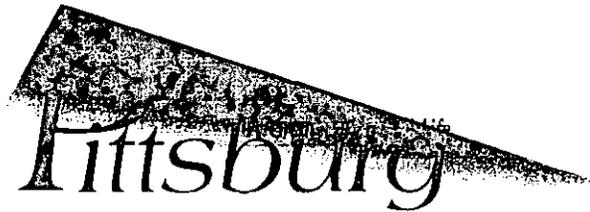
\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(City, State, Zip)

~~WATER RESOURCES  
RECEIVED  
JUN 23 2009  
KS DEPT OF AGRICULTURE~~

KS DEPT OF AGRICULTURE  
WATER RESOURCES  
RECEIVED  
JUN 24 2009



DEPARTMENT OF FINANCE AND ADMINISTRATION

201 West 4th Street • P.O. Box 688 • Pittsburg, Kansas 66762-0688  
Tel: 620-231-4100 • Fax: 620-231-7327  
Internet Address: [www.pittks.org](http://www.pittks.org)

June 29, 2009

Doug Schemm  
Environmental Scientist, Permits Unit  
Kansas Department of Agriculture  
Division of Water Resources  
109 SW 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Topeka, Kansas 66612-1283

**RE: Application File 46,169**

Dear Mr. Schemm:

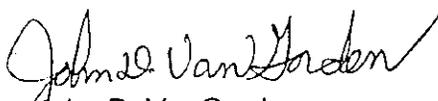
This letter is in response to your letter dated April 29, 2009 requesting additional information concerning the above-referenced application. In partial response to your letter, we have submitted a Voluntary Dismissal of Application on the Spring River. This application was withdrawn pending approval of term permits 20069090, 20069091, 20069092 and 20069093.

The moratorium requires the identification of an alternate water supply for the City of Pittsburg for the approval of the pending term permits. The City of Pittsburg has explored the potentials of drilling a water well in the State of Missouri immediately east of Pittsburg and has identified an existing right-of-way that can be used to transmit the water to the City of Pittsburg. The City is prepared to pursue this alternative if required. The City of Pittsburg would submit this as an alternate source of supply in consideration of the pending term permits.

We trust that this information is sufficient to allow the approval of the pending term permits. We thank you for your consideration. Please advise if there is further information you will require from us to move these permits forward.

Sincerely,

**THE CITY OF PITTSBURG**

  
John D. VanGorden  
Interim City Manager

cc: John H. Bailey, P.E., PhD, Director of Public Utilities  
Water Rights File



## Interoffice Memorandum

**TO:** John D. VanGorden, Interim City Manager

**FROM:** Connie Etzkin, Human Resources Manager

**DATE:** June 30<sup>th</sup>, 2009

**SUBJECT:** Agenda Item – July 14<sup>th</sup>, 2009  
ING 457 Deferred Compensation Plan

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The staff is seeking approval to add the State sponsored 457 deferred compensation plan as an option for our employees. We were contacted in March and ING made a presentation to the Employee Advisory Committee on April 17. The Employee Advisory Committee requested that the City offer ING as an option.

ING offers an additional option for retirement savings in addition to Social Security, KPERS and KP&F, and our current 457 plan through ICMA. ING does not charge any administrative fees and claims lower expenses. The addition of ING would be sponsored by the City. However, it would not be funded by the City; it would be an elective benefit and contribution by the employee(s).

Please place this item on the July 14<sup>th</sup>, 2009, City Commission agenda. Action necessary will be approval or disapproval of staff's recommendation to add the State 457 plan as represented by ING.

Please feel free to contact me if you have any questions.



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Request to Waive Building Fees  
503 South Joplin

---

The Board of Commissioners of Crawford County has advised the City that they will be submitting a building permit application for the proposed building remodeling work to be done on their property at 503 South Joplin to convert the existing structure into a Household Hazardous Waste Facility. The proposed facility will operate as a not-for-profit operation serving Pittsburg and the surrounding area. For those reasons, they are petitioning the City to waive any building permit fees for the remodeling of this building. The Codes Enforcement Division estimates the permit fees to be approximately \$300.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action necessary will be approval or disapproval of this request.

If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk  
Building File  
Memo File



## Interoffice Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** July 7, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
PSU Sanitary Sewer Improvements  
Acceptance of Final Costs/Direction to Set Public Hearing

---

The construction is completed on the PSU sewer project and the final reconciliation of quantities has been completed. The Engineering Division has determined the construction costs to be \$260,954.16. In addition to the construction costs, the City has incurred preliminary engineering costs, which we have assessed at 4% of the construction costs, temporary note interest and construction administration. The total of this project including all expenses is \$291,316.06. The budget number as set out in the petition is \$380,000. Therefore, the construction of this sanitary sewer falls well below the amount set out in the petition.

According to the petition, the cost of this sewer is to be assessed against the benefiting properties. An assessment roll has been prepared by the Engineering Division assessing those costs to the benefiting properties based on their benefit from the construction of this sanitary sewer. A copy of the assessment roll will be placed in the office of the City Clerk for public inspection. The City staff is requesting the Governing Body accept these final costs and, if accepted, authorize the City Clerk to publish a notice of public hearing and at the same time to mail a notice to the owners advising of the hearing regarding the assessments.

City staff would request that the hearing be conducted at the July 28<sup>th</sup> City Commission meeting. After the hearing, the City Commission determines that all assessments are as they should be and that an assessment ordinance be adopted. A notice of final assessments will be sent to the owners giving them a period of time to pay the principal amount. Thereafter, any unpaid balance will be assessed against the properties as a lien or special assessment.

**MEMO TO: JOHN D. VANGORDEN**  
**JULY 7, 2009**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 14, 2009. Action being requested is to accept the final costs and to notify the property owners within the benefiting district and advertise for a public hearing to be held on Tuesday, July 28, 2009.

If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Bruce D. Remsberg, P.E., City Engineer  
Tammy Nagel, City Clerk  
Project File  
Memo File

**City of Pittsburg  
Final Costs  
Total Project**

Improvement: Sanitary Sewer Rehabilitation  
Pittsburg State University and Area West

Date: June 15, 2009

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1	12" Sewer Pipe (By Directional Drilling)	L.F.	551.0	69.21	38,134.71
2	12" Sewer Pipe (By Pipe Bursting)	L.F.	425.0	74.60	31,705.00
3	8" Sewer Pipe (By Directional Drilling)	L.F.	788.4	62.03	48,904.45
4	Standard MH-4' Dia.	Each	8	6,400.00	51,200.00
5	Standard MH-4' Dia. Outside Drop	Each	2	9,000.00	18,000.00
6	Manhole Repair	Each	4	1,800.00	7,200.00
7	Abandon Manhole 068	L.S.	1	2,600.00	2,600.00
8	Service Line Reconnections	Each	13	1,700.00	22,100.00
9	Russ Hall/Porter Hall Line Reconnects	L.S.	1	4,700.00	4,700.00
10	Remove and Replace 6" Asphalt Pavement	S.Y.	197.2	25.00	4,930.00
11	Remove and Replace 7" Concrete Pavement	S.Y.	89.2	25.00	2,230.00
12	Remove and Replace 6" Concrete Sidewalk	S.Y.	8.4	25.00	210.00
13	Remove and Replace Street Pavement	S.Y.	18.5	25.00	462.50
14	Mobilization	L.S.	1	3,000.00	3,000.00
15	Traffic Control	L.S.	1	6,800.00	6,800.00
16	Erosion Control	L.S.	1	1,800.00	1,800.00
17	Contractor Construction Staking	L.S.	1	2,700.00	2,700.00
18	Site Restoration	L.S.	1	7,200.00	7,200.00
Add Alt 1	Remove and Replace Brick Pavement	S.Y.	95.0	36.00	3,420.00
	Additional Items				
	Service Line at 1810 S. Broadway	L.S.	1	264.00	264.00
	Curb and Gutter at Cleveland and Broadway	L.F.	27	25.00	675.00
	8" PVC Sewer Pipe (Open Cut)-Lat 115	L.S.	1	1,119.00	1,119.00
	Flowable Fill at MH 006	C.Y.	3	57.50	172.50
	Remove and Replace Floor in Russ Hall Tunnel	L.S.	1	1,427.00	1,427.00
			Subtotal		<b>\$ 260,954.16</b>

Temporary Note Interest					\$ 8,272.99
Preliminary Engineering					\$ 10,438.17
Construction Engineering (In-House)	Hours/Miles	Rate			\$ 8,042.90
Greg Hardister-Hours	251.5	\$ 30.89	\$	7,768.84	
Matt Goad-Hours	6.0	\$ 20.01	\$	120.06	
Milage	280.0	\$ 0.55	\$	154.00	
Misc. Expense					\$ 3,607.84
<b>Total Project Cost</b>					<b>\$ 291,316.06</b>

Prepared By: Bruce D. Remsberg, P.E., City Engineer



## Memorandum

**TO:** JOHN D. VANGORDEN  
Interim City Manager

**FROM:** MARK D TURNBULL  
Director of Economic Development

**DATE:** July 8, 2009

**SUBJECT:** Agenda Item – July 14, 2009  
Jock's Nitch CDBG Loan

---

Jock's Nitch Sporting Goods has been in the screen printing business since 1985, outsourcing over 25,000 garments per year to printers in Lawrence and Kansas City. With the addition of new stores in Branson and Topeka, the company has more need to expand its printing capacity. Jock's Nitch recently purchased a 10,000 square foot building at 103 North Locust to locate a screen print shop. The new facility will incorporate an additional manual screen print press and an automatic screen print press, plus 4 new full-time positions.

In its meeting of July 8, 2009, the Economic Development Advisory Committee (EDAC) voted to approve a \$60,000 CDBG loan, at 2% interest for a 5 year term, with \$8,000 forgivable after 2 years based on 4 full-time jobs that meet LMI specifications.

Action requested is for the Governing Body to approve or disapprove the loan request, and if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.